



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 09/16/2026

To: Board Directors

Attn: Brad Richter
President

From: Fire District Staff

Subject: MOU – Fresno County

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

Approval of a new five-year MOU Agreement between the Fresno County Fire Protection District and the County of Fresno to provide fire protection and emergency response services to the unprotected areas of Fresno County and consolidate existing service agreements and Memorandums of Understanding (MOUs) into one comprehensive agreement.

BACKGROUND:

The Fresno County Fire Protection District currently provides fire protection and emergency response services throughout significant portions of Fresno County through existing agreements, MOUs, and cooperative service arrangements. Over time, these individual agreements have developed to address specific geographic areas, services, and operational needs.

The County of Fresno contains areas that are currently within an established fire protection MOU with the District. The County and District have been working collaboratively to develop a more comprehensive and sustainable approach to providing fire and emergency services within these areas.

The proposed MOU Agreement establishes a single five-year agreement between the County of Fresno and the Fresno County Fire Protection District. The agreement will consolidate the existing MOUs and service arrangements between the parties while establishing a consistent framework for providing services to the County of Fresno.

DISCUSSION:

The proposed agreement represents an opportunity to streamline and strengthen the delivery of fire protection and emergency services throughout Fresno County. Consolidating the existing MOUs and individual service agreements into one comprehensive five-year agreement will provide greater clarity regarding responsibilities, service expectations, funding, administration, and operational coordination between the County and the District.

A five-year term provides both agencies with greater operational and financial predictability while allowing for long-term planning of staffing, apparatus, facilities, and other resources necessary to support the service area. The consolidated agreement will also reduce the administrative burden associated with maintaining multiple individual MOUs and provide a single framework for future coordination between the County and the District.

The proposed agreement further supports the County's long-term objective of regionalizing fire protection services and developing a more efficient, coordinated, and sustainable fire protection system throughout Fresno County.

ALTERNATIVES:

1. The Board may elect not to approve the proposed agreement and direct staff to continue operating under the existing individual MOUs.
2. The Board may also direct staff to renegotiate specific provisions of the proposed agreement with the County of Fresno prior to consideration of final approval.

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

- ☒ Fiscal – Increases the budget to support the asks
- ☒ Operational – Adds operational support
- ☒ Legal – No known impact.
- ☒ Labor – No known impact.
- ☒ Sociopolitical – No known impact.

- ☒ Policy – No known impact.
- ☒ Health and safety – Increase the safety of all firefighters within the District
- ☒ Environmental – No known impact.
- ☒ Interagency – No known impact.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the five-year MOU Agreement between the Fresno County Fire Protection District and the County of Fresno, authorizing the District to provide fire protection and emergency response services to the unprotected areas of Fresno County and consolidating the existing MOUs and service agreements between the parties into one comprehensive agreement.

Staff further recommends that the Board authorize the Fire Chief, to execute the agreement with the terms approved by District Legal Counsel.

APPROVED:



Dustin Hail, Fire Chief

09-16-26 _____
Date

1 **MEMORANDUM OF UNDERSTANDING**

2 This Memorandum of Understanding ("MOU") is dated _____ and is
3 between the Fresno County Fire Protection District, a local fire protection district organized and
4 operating as a California Special District under the Fire Protection District Law of 1987
5 ("District"), and the County of Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 A. WHEREAS, consistent with Health and Safety Code Sections 13861 and 13862, the
8 District is the primary provider of fire suppression, prevention, rescue, emergency medical
9 services and hazardous material emergency response and other services relating to the
10 protection of lives and property within its territorial limits as shown in Exhibit B, which is
11 incorporated by this reference, and which includes certain incorporated cities and substantial
12 portions of the unincorporated territory of the County; and

13 B. WHEREAS, consistent with Government Code Section 56133, a fire protection district
14 may provide new or extended services by contract or agreement outside of its jurisdictional
15 boundaries upon written approval by the Local Agency Formation Commission; and

16 C. WHEREAS, territories within the County and outside of the jurisdictional boundaries of
17 the District and other formally organized departments, referred to as the "Unprotected Land
18 Service Area" areas within the County (reflected in Exhibit B) are currently being served by the
19 District under MOU MOU No A-18-381 established in 2018. Multiple informally organized
20 departments are also within these areas. These departments have no jurisdictional authority, tax
21 base or formal means of revenue (currently Huntington Lake Volunteers, Big Creek Volunteers,
22 Pine Ridge Volunteers, Mountain Valley Volunteers, and Hume Lake Volunteers) and will be
23 collectively referred to as Brigades hence forward; and

24 D. WHEREAS, such territories are generally comprised of privately held lands that are part
25 of the County west of the District's western boundary to the County's western boundary and
26 east of the District's eastern boundaries to the western boundary of the Sierra and Sequoia
27 National Forests' wilderness areas and outside of other fire protection agencies' territories as
28 shown on Exhibit B and is referred to as the "Unprotected Land Service Area"; and

1 E. WHEREAS, the parties desire to enhance the delivery of fire suppression and
2 emergency services by ensuring a stable funding source and establishing a framework for
3 centralizing executive oversight for countywide fire protection, emergency medical services
4 coordination, emergency management, disaster preparedness, fire system support, interagency
5 coordination, and strategic public safety planning; and

6 F. WHEREAS, both parties recognize the burden for public safety within the Unprotected
7 Land Service Area is currently placed on volunteers and that the need for additional resources,
8 facilities and permanent staffing to improve network reliability, reduce response times and risk,
9 and improve response capabilities while reducing liability; and

10 G. WHEREAS, during the term of this MOU, both parties agree to collaborate to identify
11 and enhance funding necessary to support a long-term agreement and shared vision for
12 establishing a network capable of meeting emergency response demands throughout the
13 County of Fresno, recognizing that additional facilities, apparatus, and personnel will be
14 required to increase network capacity, reduce response times and liability, increase public
15 education, reduce risk to the communities served, improve Insurance Services Office (ISO)
16 rating and increase access to acquire insurance; and

17 H. WHEREAS, this MOU will replace all existing agreements between the District and the
18 County to promote consistent terms, improve oversight and accountability, and remove or
19 update outdated provisions.

20 The parties therefore agree as follows:

21 **Article 1**

22 **District Services**

23 1.1 **Scope of Services.** The District shall perform all of the services provided in Exhibit
24 A to this MOU, titled "Scope of Services."

25 1.2 **Representation.** The District represents that it is qualified, ready, willing, and able to
26 perform all of the services provided in this MOU.

27 1.3 **Compliance with Laws.** The District shall, at its own cost, comply with all applicable
28 federal, state, and local laws and regulations in the performance of its obligations under this

MOU, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 The County shall fulfill all responsibilities as set forth in this MOU, including Exhibit A to this MOU.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the District agrees to receive, compensation for the performance of its services under this MOU as described in Exhibit C to this MOU, titled "Compensation."

3.2 **Maximum Compensation.** The maximum compensation payable to the District under this MOU is \$30,788,533. The District acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the District may receive compensation under this MOU only for services performed according to the terms of this MOU and while this MOU is in effect, and subject to the maximum amount payable under this section. The District further acknowledges that County employees have no authority to pay the District except as expressly provided in this MOU.

3.3 **Invoices.** The District shall submit annual invoices to the County Administrative Office at CAOInvoices@fresnocountyca.gov. The District shall submit each invoice within 60 days of the beginning of the fiscal year in which the District performs services and in any case within 60 days after the end of the term or termination of this MOU.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the District's address specified in the invoice.

3.5 **Incidental Expenses.** The District is solely responsible for all of its costs and expenses that are not specified as payable by the County under this MOU.

1 **Article 4**

2 **Term of MOU**

3 4.1 **Term.** This MOU is effective October 6, 2026 and terminates on July 31, 2031,
4 except as provided in Article 6, "Termination and Suspension," below.

5 **Article 5**

6 **Notices**

7 5.1 **Contact Information.** The persons and their addresses having authority to give and
8 receive notices provided for or permitted under this MOU include the following:

9 **For the County:**

10 County Administrative Office
11 County of Fresno
12 2281 Tulare Street, Suite 304
Fresno, CA 93721
FresnoCAO@fresnocountyca.gov

13 **For the District:**

14 Fire District Chief
15 Fresno County Fire Protection District
210 S. Academy
Sanger, CA 93657
Email address

16 5.2 **Change of Contact Information.** Either party may change the information in section
17 5.1 by giving notice as provided in section 5.3.

18 5.3 **Method of Delivery.** Each notice between the County and the District provided for or
19 permitted under this MOU must be in writing, state that it is a notice provided under this MOU,
20 and be delivered either by personal service, by first-class United States mail, by an overnight
21 commercial courier service, or by Portable Document Format (PDF) document attached to an
22 email.

23 (A) A notice delivered by personal service is effective upon service to the recipient.

24 (B) A notice delivered by first-class United States mail is effective three County
25 business days after deposit in the United States mail, postage prepaid, addressed to the
26 recipient.

27 (C) A notice delivered by an overnight commercial courier service is effective one
28 County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
2 the recipient.

3 (D) A notice delivered by PDF document attached to an email is effective when
4 transmission to the recipient is completed (but, if such transmission is completed outside
5 of County business hours, then such delivery is deemed to be effective at the next
6 beginning of a County business day), provided that the sender maintains a machine
7 record of the completed transmission.

8 **5.4 Claims Presentation.** For all claims arising from or related to this MOU, nothing in
9 this MOU establishes, waives, or modifies any claims presentation requirements or procedures
10 provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government
11 Code, beginning with section 810).

12 **Article 6**

13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this MOU are contingent
15 on the approval of funds by the appropriating government agency. If sufficient funds are not
16 allocated, then the County, upon at least 30 days' advance written notice to the District, may:

17 (A) Modify the services provided by the District under this MOU; or

18 (B) Terminate this MOU.

19 **6.2 Termination for Breach.**

20 (A) Upon determining that a breach (as defined in paragraph (C) below) has
21 occurred, the County may give written notice of the breach to the District. The written
22 notice may suspend performance under this MOU, and must provide at least 30 days for
23 the District to cure the breach.

24 (B) If the District fails to cure the breach to the County's satisfaction within the time
25 stated in the written notice, the County may terminate this MOU immediately.

26 (C) For purposes of this section, a breach occurs when, in the determination of the
27 County, the District has:

28 (1) Obtained or used funds illegally or improperly;

- (2) Failed to comply with any part of this MOU;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this MOU.

6.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this MOU by giving at least 30 days advance written notice to the District.

6.4 No Penalty or Further Obligation. Any termination of this MOU by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the District of any monies disbursed to the District under this MOU that, in the County's sole judgment, were not expended in compliance with this MOU. The District shall promptly refund all such monies upon demand. This section survives the termination of this MOU.

Article 7

Independent District

7.1 Status. In performing under this MOU, the District, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the District's performance under this MOU, but the County may verify that the District is performing according to the terms of this MOU.

7.3 Benefits. Because of its status as an independent contractor, the District has no right to employment rights or benefits available to County employees. The District is solely responsible for providing to its own employees all employee benefits required by law. The District shall save the County harmless from all matters relating to the payment of District's employees, including compliance with Social Security withholding and all related regulations.

7.4 Services to Others. The parties acknowledge that, during the term of this MOU, the District may provide services to others unrelated to the County.

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The District shall indemnify and hold harmless and defend the County
4 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
5 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
6 any kind to the County, the District, or any third party that arise from or relate to the
7 performance or failure to perform by the District (or any of its officers, agents, subcontractors, or
8 employees) under this MOU. The County may conduct or participate in its own defense without
9 affecting the District's obligation to indemnify and hold harmless or defend the County.

10 8.2 **Survival.** This Article 8 survives the termination of this MOU.

11 **Article 9**

12 **Insurance**

13 9.1 The District shall comply with all the insurance requirements in Exhibit E to this
14 MOU.

15 **Article 10**

16 **Inspections, Audits, and Public Records**

17 10.1 **Inspection of Documents.** The District shall make available to the County, and the
18 County may examine at any time during business hours and as often as the County deems
19 necessary, all of the District's records and data with respect to the matters covered by this
20 MOU, excluding attorney-client privileged communications. The District shall, upon request by
21 the County, permit the County to audit and inspect all of such records and data to ensure the
22 District's compliance with the terms of this MOU.

23 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
24 MOU exceeds \$10,000, the District is subject to the examination and audit of the California
25 State Auditor, as provided in Government Code section 8546.7, for a period of three years after
26 final payment under this MOU. This section survives the termination of this MOU.

27 10.3 **Public Records.** The County is not limited in any manner with respect to its public
28 disclosure of this MOU or any record or data that the District may provide to the County. The

County's public disclosure of this MOU or any record or data that the District may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this MOU to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the District may provide to the County, unless such disclosure is prohibited by court order.

(C) This MOU, and any record or data that the District may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This MOU, and any record or data that the District may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This MOU, and any record or data that the District may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the District may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the District's possession or control, and which the County has a right, under any provision of this MOU or applicable law, to possess or control, then the County may demand, in writing, that the District deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of

1 the District. Within five business days after the County's demand, the District shall (a) deliver to
2 the County all of the requested records that are in the District's possession or control, together
3 with a written statement that the District, after conducting a diligent search, has produced all
4 requested records that are in the District's possession or control, or (b) provide to the County a
5 written statement that the District, after conducting a diligent search, does not possess or
6 control any of the requested records. The District shall cooperate with the County with respect
7 to any County demand for such records. If the District wishes to assert that any specific record
8 or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the
9 record or data to the County and assert the exemption by citation to specific legal authority
10 within the written statement that it provides to the County under this section. The District's
11 assertion of any exemption from disclosure is not binding on the County, but the County will give
12 at least 10 days' advance written notice to the District before disclosing any record subject to
13 the District's assertion of exemption from disclosure. The District shall indemnify the County for
14 any court-ordered award of costs or attorney's fees under the CPRA that results from the
15 District's delay, claim of exemption, failure to produce any such records, or failure to cooperate
16 with the County with respect to any County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the District is operating as a corporation, or
20 changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the District's board of directors is party to a self-
22 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
23 Dealing Transaction Disclosure Form" (Exhibit D to this MOU) and submitting it to the County
24 before commencing the transaction or immediately after.

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the District is a
26 party and in which one or more of its directors, as an individual, has a material financial interest.
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1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 MOU may not be modified, and no waiver is effective, except by written agreement signed by
5 both parties. The District acknowledges that County employees have no authority to modify this
6 MOU except as expressly provided in this MOU.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this MOU without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this MOU.

11 12.4 **Jurisdiction and Venue.** This MOU is signed and performed in Fresno County,
12 California. District consents to California jurisdiction for actions arising from or related to this
13 MOU, and, subject to the Government Claims Act, all such actions must be brought and
14 maintained in Fresno County.

15 12.5 **Construction.** The final form of this MOU is the result of the parties' combined
16 efforts. If anything in this MOU is found by a court of competent jurisdiction to be ambiguous,
17 that ambiguity shall not be resolved by construing the terms of this MOU against either party.

18 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

19 12.7 **Headings.** The headings and section titles in this MOU are for convenience only and
20 are not part of this MOU.

21 12.8 **Severability.** If anything in this MOU is found by a court of competent jurisdiction to
22 be unlawful or otherwise unenforceable, the balance of this MOU remains in effect, and the
23 parties shall make best efforts to replace the unlawful or unenforceable part of this MOU with
24 lawful and enforceable terms intended to accomplish the parties' original intent.

25 12.9 **Nondiscrimination.** During the performance of this MOU, the District shall not
26 unlawfully discriminate against any employee or applicant for employment, or recipient of
27 services, because of race, religious creed, color, national origin, ancestry, physical disability,
28 mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

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

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

12.12 **No Third-Party Beneficiaries.** This MOU does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.13 **Authorized Signature.** The District represents and warrants to the County that:

(A) The District is duly authorized and empowered to sign and perform its obligations under this MOU.

(B) The individual signing this MOU on behalf of the District is duly authorized to do so and his or her signature on this MOU legally binds the District to the terms of this MOU.

12.14 **Electronic Signatures.** The parties agree that this MOU may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this MOU to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

1 (B) Each electronic signature affixed or attached to this MOU (1) is deemed
2 equivalent to a valid original handwritten signature of the person signing this MOU for all
3 purposes, including but not limited to evidentiary proof in any administrative or judicial
4 proceeding, and (2) has the same force and effect as the valid original handwritten
5 signature of that person.

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

13 (E) This MOU is not conditioned upon the parties conducting the transactions under
14 it by electronic means and either party may sign this MOU with an original handwritten
15 signature.

16 12.15 **Counterparts.** This MOU may be signed in counterparts, each of which is an
17 original, and all of which together constitute this MOU.

18 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this MOU on the date stated in the introductory clause.

2 FRESNO COUNTY FIRE PROTECTION
3 DISTRICT

COUNTY OF FRESNO

4
5 _____
6 Dustin Hail, Fire Chief

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

7 210 S. Academy Avenue
8 Sanger, CA 93657

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: _____
Deputy

11 For accounting use only:

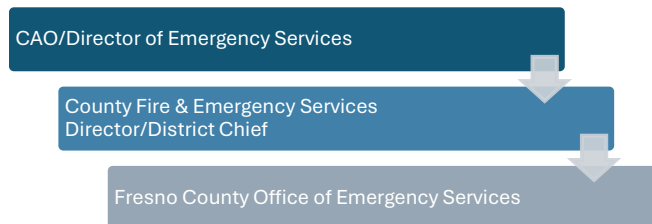
12 Org No.: 2540
13 Account No.: 7845
Fund No.: 0001
14 Subclass No.: 10000

EXHIBIT A

Scope of Services

I. District Services

- A. The District shall provide to the Unprotected Land Service Area as delineated in the map described in Exhibit B, all such services in the same manner, with the same competence, diligence, and workmanship, and to the same standards of quality, with equivalent equipment, as it provides such services within its own jurisdictional boundaries.
- B. The District shall assign the Fire Chief, or their designee, to fulfill the position within the County government structure and report to the County Administrative Officer (CAO)/Director of Emergency Services as the Fire and Emergency Services Director. Responsibilities will include oversight of emergency preparedness initiatives, coordination with volunteer and special district fire agencies, grant administration, standards development, mutual aid strategy, strategic planning, and continuity between fire service operations and broader County government objectives.



- C. The District shall supervise and manage the County of Fresno Office of Emergency Services program (OES) and day-to-day supervision and management of associated County employees. Operating and Expenses related to those employees will be the burden of the District. OES staff will remain County of Fresno employees, and salaries and related benefits will remain the responsibility of the County.
- D. The District shall also prioritize the items needed for all members of the current volunteer Brigades to meet all Federal and State required mandates, including Occupational Safety and Health Administration (OSHA) standards, and/or policies related to personal safety gear, medical physicals, respiratory protection programs, uniforms and other such related items and establish them as District employees.
- E. The District shall establish a Community Emergency Response Team (CERT) program. The District should consider opportunities for all Brigade volunteers to become members of CERT when meeting all requirements of the CERT program.
- F. The District shall ensure all current Brigade-associated apparatus and firefighting equipment meets Federal and State regulations, as well as local policies, safety compliance and industry best practices. Standards should be equivalent to gear and equipment used by District.
- G. The District, upon request from the County or other jurisdictional agency, will consider partnerships with all volunteer and/or part paid jurisdictions within Fresno County and whenever possible work to consolidate organizations when longer-term improvements to services can be expected.
- H. The District shall continue to support aspects of MOU A-18-381 related to the services for the protection of the unprotected areas of Fresno County listed within that agreement as Exhibit B "Unprotected Land Service Area" as well as providing discounts for services listed in Exhibit C for recognized jurisdictions listed in that

EXHIBIT A

agreement as COMPANIES (Shaver Lake Volunteers, Auberry Volunteers, Bald Mountain Fire Protection District).

- I. The District shall make all current apparatus and fire equipment emergency response ready whenever possible and property of the District. Equipment or apparatus that cannot meet that standard shall be replaced as appropriate as deemed by District. Insurance, fire equipment and associated standards will be at the same level as other District items.
- J. The District will report to County regarding the operational readiness of personnel, apparatus and equipment within the Unprotected Land Service Area.
- K. The District will fulfill all obligations related to the Supplemental Fire Services Agreement No. 24-635 between the County and District.
- L. The District will consider funding additional apparatus, equipment, facilities and/or staffing as opportunities present themselves within the Unprotected Land Service Area or associated network in order to reduce response times, improve network reliability, and system capacity. The District will participate within a working group that shall be established on or before the beginning in year 2 of the term of this MOU, with the goal to create long-term sustainable plans, and establishing a successor MOU/Agreement prior to the expiration of this MOU, based on studies and benchmarks established and agreed upon by both parties, to ensure response times and network reliability levels of service can be met and sustained throughout the service level.
- M. The District developed the following service plan for the enhanced delivery of fire protection services in otherwise Unprotected Land Service Areas not serviced by a recognized fire jurisdiction:
 1. Manage all incidents using the Incident Command System (ICS).
 2. Assign certified fire investigators to handle fire investigations and make written reports available for the affected parties for calls of service related to this MOU should they be needed for insurance purposes or criminal investigations.
 3. Provide additional staffing in support of this MOU to accomplish District obligations.
 4. Provide personnel to structure fire responses to meet the National Fire Protection Administration (NFPA) 1750 standard for minimum staffing on structure fires.
 5. Provide an Activity Report to the County Administrative Office, including at a minimum, call volume, call types, training hours provided, and employee counts within programs.
 6. Establish automatic aids, when possible, with adjoining departments within the area covered under this MOU.
 7. Create the system needed to provide employees the opportunities required to meet training and policy mandates.
 8. Provide employees with required safety gear and compliant fire equipment as needed to meet the intent of this MOU.
 9. Create and manage a CERT program.
 10. Be responsible for and provide full-service fire and life safety engineering, permitting, inspection, code enforcement within the service area using the current District fee schedule.

EXHIBIT A

11. Provide management, administrative, supervisory, and operational support to County OES personnel and functions. The County Administrative Officer shall remain the Director of Emergency Services as provided by the Fresno County Ordinance Code. Nothing in this MOU delegates, transfers, or otherwise modifies statutory or ordinance-based authority specifically vested in the Director of Emergency Services. Services include but are not limited to:
 - a) *Emergency and disaster planning*
 - b) *Operational Area coordination*
 - c) *Emergency Operations Center preparedness and operations*
 - d) *Emergency response and recovery coordination*
 - e) *Hazard mitigation planning*
 - f) *Continuity of operations and continuity of government planning*
12. Development and maintenance of emergency plans.
13. Emergency management training and exercises.
14. Coordination with cities, special districts, tribal governments, State agencies, Federal agencies, non-governmental organizations, and other operational Area as well as regional partners.
15. Public warning and emergency notification coordination.
16. Resource and mutual-aid coordination.
17. Emergency management grant administration.
18. After-action reviews and corrective-action planning.
19. Community preparedness and public education.

II. County Responsibilities

- A. The County shall establish the Fire and Emergency Services Director position that reports to the CAO and assigns the District Fire Chief or their designee to serve as a coordinating authority focused on countywide policy, regional collaboration, standards implementation, emergency management integration, and system-wide performance improvement.
- B. The County will consider funding additional apparatus, equipment, facilities and or staffing as opportunities present themselves within the Unprotected Land Service Area or associated network in order to reduce response times, improve network reliability, and system capacity. A working group shall be established on or before the beginning in year 2 of the term of this MOU, with the goal to create long-term sustainable plans and establishing a successor MOU/Agreement prior to the expiration of this MOU, based on studies and benchmarks established and agreed upon by both parties, to ensure response times and network reliability levels of service can be met and sustained throughout the service level.

EXHIBIT B

FCFPD Fire Protection Responsibility Area

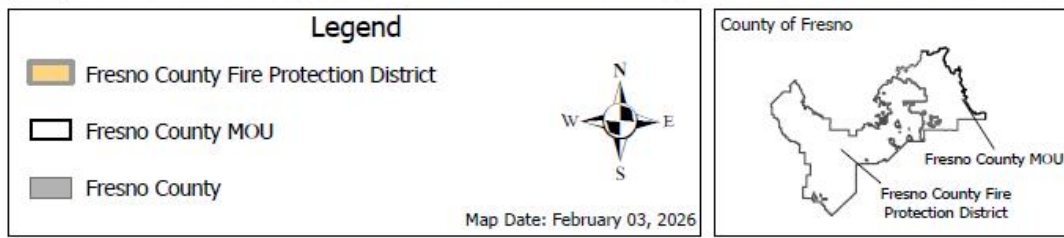
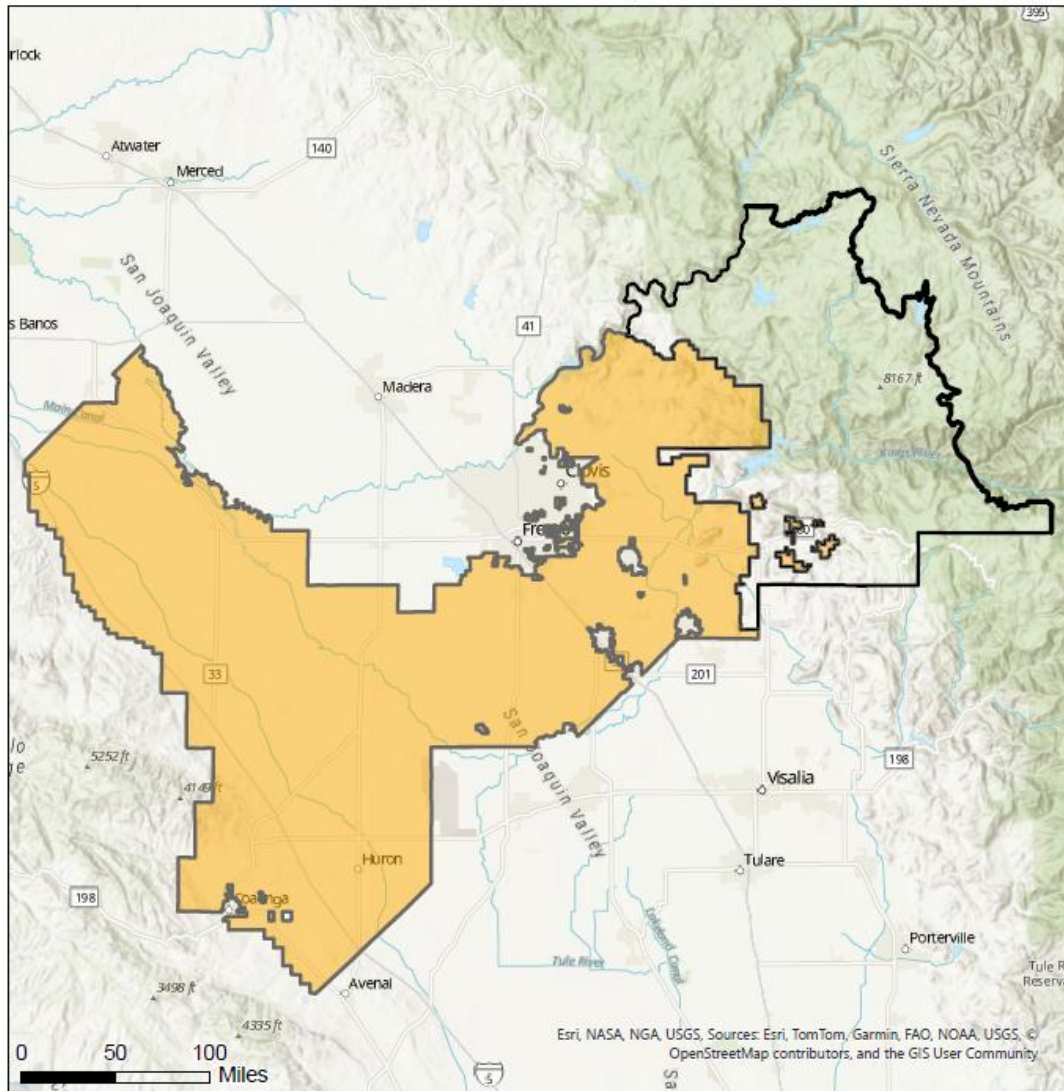


EXHIBIT C

Compensation

The District will be compensated for performance of its services under this MOU as provided in this Exhibit C. The District is not entitled to any compensation except as expressly provided in this Exhibit C.

Fiscal Year	2026/2027	\$6,859,539
Fiscal Year	2027/2028	\$8,111,730
Fiscal Year	2028/2029	\$5,117,365
Fiscal Year	2029/2030	\$5,270,886
Fiscal Year	2030/2031	\$5,429,013
Total		\$30,788,533

Exhibit D

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit D

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit E

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

Exhibit E

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that

Exhibit E

the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.