A COOPERATIVE AGREEMENT BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT AND TABLE MOUNTAIN RANCHERIA

Made for the following services:

| Χ | FIRE PROTECTION |
|---|---------------------------------------|
| Χ | MEDICAL SERVICES |
| Χ | RESCUE SERVICES |
| | FIRE PREVENTION AND CODE ENFORCEMENT |
| | EMERGENCY DISPATCH SERVICES |
| | FIRE APPARATUS REPAIR AND MAINTENANCE |
| | HAZMAT RESPONSE SERVICES |

THIS AGREEMENT is entered into and effective this 1st day of July, 2023 ("Effective Date"), by and between the Fresno County Fire Protection District (hereinafter referred to as "District") and the Table Mountain Rancheria (hereinafter referred to as "TMR") to provide fire protection services to the TMR. The District and the TMR are sometimes referred to collectively as the "parties" and "party" in the singular in this Agreement. The parties agree as follows:

SECTION I: PURPOSE

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE"), to provide fire protection, fire prevention, rescue, emergency dispatch, fire apparatus repair and maintenance, and medical emergency services (herein called "fire protection services"), and as set forth in the Standard Response Plan at Exhibit "A", to the Table Mountain Rancheria ("TMR") and all of its tribal properties including, but not limited to, the Table Mountain Casino. This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire protection, rescue, and medical aid system. The fire protection services provided under this Agreement shall be consistent and in conformity with the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

The DISTRICT Fire Chief, appointed by the Board of Directors of the DISTRICT, or their designee (hereinafter referred to as "Chief"), shall represent the DISTRICT and the TMR during the term of this Agreement. Chief shall, under the supervision and direction of the DISTRICT'S Board of Directors, have charge of the organization described in Exhibit "B", 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 the TMR, except upon those lands wherein other agencies of government provides the same or similar fire protection services. The TMR recognizes that services under the CAL FIRE Agreement provided by the District are also subject to the provisions of the Fire District Law of 1987 (California Health and Safety Code section 13800 *et seq.*).

SECTION III: PAYMENT FOR SERVICES

- A. TMR shall annually appropriate funds sufficient to support the fire protection services designated at a level of service mutually agreed upon by both parties and as set forth in the Fiscal Detail Sheet at Exhibit "C." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when TMR requests an increase in services.
- Any changes to the salaries or expenses set forth in Exhibit "C" made 1. necessary by action of the Fresno County Legislature, CAL FIRE or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "C" after being reviewed by the TMR. There shall be no obligation on the part of the TMR to expend or appropriate any sum in excess of Exhibit "C", thereby exceeding the yearly appropriation of TMR for the purposes of this Agreement. If within thirty (30) days after the TMR receives written notice from the DISTRICT that the actual cost of maintaining the fire protection services specified in Exhibit "C" as a result of action by the Fresno County Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and TMR does not agree to appropriate the necessary additional funds, the DISTRICT shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount related to the amount of unavailable funds and will promptly provide written notice to the TMR specifying the services to be reduced. Personnel reductions 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 TMR to the relocation expense reimbursement described in Section III.B. If TMR desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "C" and approved by the parties hereto.
- 2. In the event TMR requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "C" may be approved by the parties hereto.
- B. The DISTRICT provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event TMR desires a reduction in STATE civil service employees or services assigned to TMR as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, TMR shall provide one hundred eighty (180) days written notice of the requested reduction. Proper notification shall include the following: (1) the total amount of reduction; (2) the effective date of the reduction; and (3) the number of employees, by classification, affected by the proposed reduction. If such notice is not provided, the TMR shall reimburse DISTRICT for relocation costs incurred by STATE

because of the reduction, in addition to any other remedies available resulting from the reduction in services.

- C. TMR shall pay the DISTRICT actual costs for fire protection services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "C," as it may be amended from time to time. The DISTRICT shall make a claim to TMR for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on January 31st, covering the period July 1st thru December 31st. The second payment will be due on July 31st, covering the period January 1st thru June 30th.
- D. 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. TMR shall designate a "Contract Administrator" who shall, under the supervision and direction of TMR, be authorized to execute amendments to Exhibit "C" on behalf of TMR.

SECTION IV: ADDITIONAL OBLIGATIONS OF THE PARTIES

- A. DISTRICT will provide staffing, at a level of not less than Three (3) person daily. DISTRICT will staff an engine, ladder truck, and other equipment at DISTRICT Station 72, which is currently co-located with CAL FIRE Millerton Forest Fire Station, until the new DISTRICT station is complete.
- B. DISTRICT shall provide fire protection services to Table Mountain Rancheria ("TMR") and all of its tribal properties including, but not limited to, the Table Mountain Casino, as well as to the Community of Friant and to the other persons and entities that are serviced by the Millerton Fire Station utilizing the closest available fire protection resources to Table Mountain Rancheria's tribal properties.

C. DISTRICT agrees to:

- 1. Provide Fire Safety Awareness training to Table Mountain Rancheria as requested by TABLE MOUNTAIN RANCHERIA'S EMERGENCY REPRESENTATIVE at mutually agreed upon times and dates. Fire Safety Awareness training shall not include fire suppression skills or techniques.
- 2. Provide services as may be requested by TABLE MOUNTAIN RANCHERIA, at the established DISTRICT rate schedule (subject to annual adjustment) as attached to this Agreement (Exhibit D).
- 3. Assume command of emergency incidents encompassed by DISTRICT's provision of fire protection services to the Table Mountain Rancheria and all of its tribal properties including, but not limited to, the Table Mountain Casino. TABLE MOUNTAIN RANCHERIA grants DISTRICT authority to act on its behalf for the control and mitigation of these emergency incidents.
- 4. During emergency incidents, the District shall maintain contact with the TMR appointed emergency response representative.

- DISTRICT shall produce a detailed description with its invoice of all actual costs associated with the provision of services described in this Agreement.
- 6. DISTRICT shall, as the provider of services to the TABLE MOUNTAIN RANCHERIA's tribal properties, perform as an independent contractor with sole control of the manner and means of performing reasonable Fire Protection Services and Fire Protection Services Station/Staffing under, and consistent with, the terms of this Agreement. District shall perform this Agreement according to its own means and methods of providing reasonable services which shall be in the exclusive charge and control of the District, and which, shall not be subject to control or supervision by Table Mountain, except to ensure that District is reasonably performing its obligations in accordance with the terms and conditions of this Agreement.

D. TMR agrees to:

- Beginning July 1, 2023, pay the DISTRICT all sums shown on (Exhibits C & D). TMR will only be billed for actual costs not to exceed the contract amount plus any associated administration and operations cost of administering and executing this Agreement, as set forth in DISTRICT invoices.
- 2. Allow DISTRICT to enter TMR tribal properties, on mutually agreeable dates and times, to conduct training exercise and pre-incident planning. Except for emergency incident responses, DISTRICT shall provide advance notice to TMR to coordinate prior to entering premises.
- 3. During emergency incidents, TMR shall appoint an emergency response representative to maintain contact with the District TMR Liaison.

SECTION V: 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 no less than 120 days prior to the expiration of the term hereof. If such notice is given unilaterally by the DISTRICT, except any notice issued because of actions of CAL FIRE, the DISTRICT will continue to provide fire protection services to TMR until such time as TMR has a reasonable opportunity to implement an alternative fire protection service without any further liability on the part of the TMR, except for such bona fide payment(s) that are then due and owing for any services that DISTRICT provided TMR up to the date of termination.
- B. One hundred twenty (120) days prior to the date of expiration of this Agreement, TMR shall give the DISTRICT written notice of whether TMR intends to enter into a new Agreement with the DISTRICT for fire protection services and, if so, whether TMR intends to change the level of fire protection services from that provided by this Agreement.

- C. If TMR fails to provide such notice, as defined in paragraph B above, the DISTRICT shall have the option to extend this Agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as the DISTRICT determines in its sole discretion would be appropriate during the extended period of this Agreement, subject to the parties termination rights set forth in section V(A) above. Six months prior to the date of expiration of this Agreement, the DISTRICT shall give written notice to TMR of any extension of this Agreement and any changes in the level of fire protections services the DISTRICT will provide during the extended period of this Agreement. Reasonable services provided and obligations incurred by the DISTRICT during an extended period shall be accepted by TMR as services and obligations under the terms of this Agreement.
- D. The cost of services provided by the DISTRICT during the extended period shall be based upon the amounts that would have been charged TMR during the fiscal year in which the extended period falls had a new Agreement been entered into. Payment by TMR for services rendered by the DISTRICT during the extended period shall be provided as set forth in Exhibit "C," as amended.

SECTION VI: TERMINATION

Neither the DISTRICT nor TMR shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section V. This Agreement may, however, be terminated by the voters of either the DISTRICT or the TMR pursuant to Government Code § 55603.5.

SECTION VII: COOPERATIVE OPERATIONS

All fire protection services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to the DISTRICT may be temporarily dispatched elsewhere from time to time for mutual aid. In the event that the DISTRICT personnel and equipment from the Millerton Station are temporarily dispatched elsewhere for mutual aid, the DISTRICT will temporarily relocate personnel and equipment from another available station to backfill the Millerton Station to ensure that the services under this contract remain available to the Tribe's land during temporary deployment of the Millerton Station personnel and equipment.

SECTION VIII: PROPERTY ACCOUNTING

All personal property provided by TMR and by the DISTRICT for the purpose of providing fire protection services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT Fire Department for the segregation, care, and use of the respective property of each.

SECTION IX: INDEMNIFICATION

- A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless TMR, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT in the performance of any activities under this Agreement, except where such injury or damage that arose from the sole negligence or willful misconduct attributable to TMR, or from acts not within the scope of duties to be performed pursuant to this Agreement.
- B. TMR, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its appointed officials, officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by TMR in the performance of any activities under this Agreement, except where such injury or damage that arose from the sole negligence or willful misconduct attributable to the DISTRICT or from acts not within the scope of duties to be performed pursuant to this Agreement.
- C. Each party will provide the other with a Certificate of Insurance evidencing general commercial, business, vehicle and equipment liability insurance with coverage of \$2 million per occurrence and \$3 million aggregate limits for all liability claims. Such policies shall also name the TMR and District, respectively, as an additional insured. Each party shall furnish the declaration page of the applicable insurance policy to the other.

SECTION X: AUDIT

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

SECTION XI: DISPUTES

TMR shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of TMR, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the Chief that a situation

exists under this Agreement in which a decision to serve the interest of TMR has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

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

SECTION XII: ATTORNEY'S FEES

In the event litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

SECTION XIII: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION XIV: SOVEREIGN IMMUNITY

Notwithstanding any other provision in this Agreement, nothing int this Agreement shall be deemed or construed as a waiver of the sovereign immunity of the Table Mountain Rancheria. Nothing contained in this Agreement shall be deemed or construed as a consent to the jurisdiction to any court or tribunal that is not specifically identified in this Agreement. No person or entity other than the Table Mountain Rancheria's General Council has the authority to grant a waiver of the sovereign immunity of the Table Mountain Rancheria.

SECTION XV: DELIVERY OF NOTICES

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

Fresno County Fire Protection District Dustin Hail Chief 210 S. Academy Ave. Sanger, CA 93657 Table Mountain Rancheria Beverly J. Hunter, Tribal Chairperson 23736 Sky Harbour Road P.O. Box 410 Friant, CA 93626

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of fire protection services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific Agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities Agreements, this Agreement cancels and supersedes any previous Agreement for the same or similar services.

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

| Dated: <u>6/8/23</u> | Table Mountain Rancheria By: CHAND PERSON |
|----------------------|--|
| ATTEST: | APPROVED AS TO FORM: |
| Ву: | |
| Title: (SEAL) | |
| Dated: | FRESNO COUNTY FIRE PROTECTION DISTRICT |
| | By: President, Board of Directors |
| ATTEST: | APPROVED AS TO FORM: |
| Clerk of the Board | FRESNO COUNTY FIRE PROTECTION DISTRICT |
| By: | LEGAL COUNSEL |
| (SEAL) | |

Exhibit A

Fresno County Fire Protection District Standard Response Plan

| Incident Type | Incident Type 1st Alarm Response | | | 1st Alarm Notifications | | | | 2nd Alarm Notifications | | | | | | | | | |
|---------------------------------|----------------------------------|-------|--------|-------------------------|------|----|------------|-------------------------|----|----|-----|---|----|----|----|----|--|
| | | | | | | | | | | | | | | | | | |
| FIRE | Eng | Res | TRK | WT* | ВС | UC | DC | BC | FP | TG | PIO | U | DC | ВС | FP | TG | |
| Structure | 4 | | 1 | 2 | 1 | | | | | | Χ | | Х | 1 | Х | Х | |
| Structure Target Hazard | 6 | | 1 | 2 | 2 | | | | | | Χ | | Х | 1 | Х | Х | |
| Fire Alarm Residential | 1 | | | | | | | | | | | | | | | | |
| Fire Alarm Commercial | 1or2 | | | | | | | | | | | Х | | | | | |
| Refuse | 1 | | | | | | | | | | | | | | | | |
| Vegetation (LRA) | 2 | | | | | | | | | | Χ | | Х | 1 | | | |
| Vegetation (SRA) | See | CALFI | RE SRA | A Resp | onse | | Χ ^ | | | | Χ | Х | Х | | Х | Х | |
| Harvested Ag | 2 | | | 1 | | | | Χ | | | | | | | | | |
| Improvement | 1 | | | | | | | | | | | | | | | | |
| Farm Equipment | 1 | | | | | | | Х | | | | | Х | | | | |
| Veh (pass. Pickup) LRA/SRA | 1 | | | | | | | | | | | | | | | | |
| Veh (big rig, bus) LRA/SRA | 2 | | | 1 | 1 | | | | | | Х | | Х | | | Х | |
| Aircraft/Train | 2 | | | 1 | 1 | | | | Х | Х | Χ | Х | Х | | Х | | |
| Unknown Type/Reported Out | 1 | | | | | | | | | | | | Х | | | | |
| EACH Additional Alarm | | uplic | ate 1s | t Alar | m | | | | | | | | Х | | | | |
| Other | | | | | | | | | | | | | | | | | |
| Medical Aid/Industrial Accident | 1 | | | | | | | Χ | | | | | | | | Х | |
| Pin-in/Multi-Cas | 2 | | | | | | | Х | | | Х | Х | | | | Х | |
| Technical Rescue | 3 | 1 | 1 | | 1 | | Χ | | | | Х | | | | | | |
| MVA | 2 | | | | | | | | | | | | | | | | |
| MVA (bus, train) | 3 | | | 2 | 1 | | Х | | | | Х | | | | | | |
| FMS/PSA | 1 | | | | | | | | | | | | | | | | |
| Haz-mat Incident (MEN, PAR) | 2 | | | | 1 | | | | | | Χ | | | | | | |
| Smoke Check | 1 | | | | | | | | | | | | | | | | |
| Bomb Threat/Terrorism | 1 | | | | | Χ | Χ | Χ | Χ | Х | Х | Х | | | | | |

EXHIBIT B

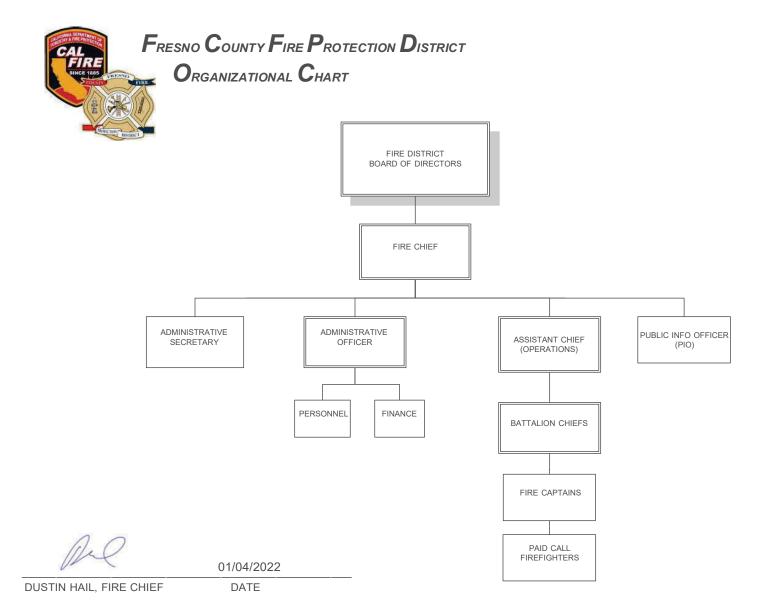


EXHIBIT C

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

Estimated Operating Budget for July 1, 2023 thru June 30, 2024 (12 Months / 13 work periods)

3 Person Staffing-4 FC, 5 FAE, W/ Ladder Truck and Engine Crossed Staffed

| CLASSIFICATION | NUMBER | SALARY | MONTHS | SUB-TOTAL | BENEFITS 95.27% | TOTAL COST | Table Mountain Cost Share | FCFPD Cost Share | | |
|---|---------|-----------|---------|-----------|------------------------|-----------------|------------------------------|---------------------|--|--|
| Salaries | | | | | | | | | | |
| Fire Captain (FC) | 3 | \$6,417 | 12 | \$231,006 | \$220,079 | \$451,084 | \$451,084 | \$0 | | |
| Fire Apparatus Engineer (FAE) | 4 | \$5,718 | 12 | \$274,470 | \$261,487 | \$535,957 | \$535,957 | \$0 | | |
| Fire Captain (FC) | 1 | \$6,417 | 12 | \$77,002 | \$73,360 | \$150,361 | | \$150,361 | | |
| Fire Apparatus Engineer (FAE) | 1 | \$5,718 | 12 | \$68,617 | \$65,372 | \$133,989 | | \$133,989 | | |
| Extended Duty Week Compensation | | | | | 59.03% | | | | | |
| Fire Captain | 3 | \$3,771 | 13 | \$147,069 | \$86,815 | \$233,884 | \$233,884 | \$0 | | |
| Fire Apparatus Engineer | 4 | \$3,369 | 13 | \$175,188 | \$103,413 | \$278,601 | \$278,601 | \$0 | | |
| Fire Captain | 1 | \$3,771 | 13 | \$49,023 | \$28,938 | \$77,961 | | \$77,961 | | |
| Fire Apparatus Engineer | 1 | \$3,369 | 13 | \$43,797 | \$25,853 | \$69,650 | | \$69,650 | | |
| Overtime | | | | | 1.45% | | | | | |
| Overtime | | | | \$151,200 | \$2,192 | \$153,392 | \$0 | \$153,392 | | |
| Uniforms | | | | | 1.45% | | | | | |
| Uniforms (Perm) | 9 | \$177.50 | 12 | \$19,170 | \$278 | \$19,448 | \$12,965 | \$6,483 | | |
| Sub-Total Personnel Services | | | | | | \$2,104,330 | \$1,512,492 | \$591,837 | | |
| Contract Administrative Fee | | | | 12.01% | | \$252,730 | \$181,650 | \$71,080 | | |
| TOTAL PERSONNEL SERVICES | | | | | | \$2,357,060 \$0 | \$1,694,143 | \$662,917 | | |
| Operating | | | | | | | | | | |
| Operating Expenses (Fleet, Training, U | | \$550,000 | \$0 | \$550,000 | | | | | | |
| Fire Training Sponsorship of TMR men | \$2,500 | \$0 | \$2,500 | | | | | | | |
| TOTAL OPERATIONS \$0 \$0 | | | | | | | | | | |
| GRAND TOTAL ESTIMATED COST FOR JULY 1, 2023 - June 30, 2024* \$2,909,560 \$0 \$1,694,143 \$1 | | | | | | | | | | |

Notes:

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

EXHIBIT D



FRESNO COUNTY FIRE

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

PROTECTION AND PLANNING FEE SCHEDULE **Revision 7/1/2021**

| <u>Activity</u> | Fee |
|---|-----------|
| | |
| Site Plan Review (Over-the-Counter Meetings) | No Charge |
| Site Plan Review ➤ Includes up to one (1) hour of time. | \$122.00 |
| Pre-Plan Submittal Site Inspection On-site consultation | \$224.00 |
| Plan Review, non-sprinkler, no alarm (includes) ➤ One (1) Plan review, two (2) back checks ➤ One (1) On-site acceptance test/final inspection. ➤ \$10.00 Archiving Fee Not to be used for alarm/sprinkler/suppression systems | \$381.00 |
| Plan Check Resubmittal | \$126.00 |
| Fire Alarm System – New Construction → One (1) Plan review, one → One (1) Rough inspection, functional test, battery start One (1) Battery ring-out/final inspection. → \$10.00 Archiving Fee Each additional device: \$7.00 This fee is for the alarm panel and the first 10 initiation/detection devices | \$724.00 |
| Underground System and Water Storage Tank (New Construction) ➤ One (1) Plan review ➤ One (1) Inspection of the trench/thrust block and laid pipe ➤ Hydro test/flush completed w/trench ➤ Final Inspection ➤ \$10.00 Archiving Fee | \$811.00 |
| Tentative Improvement Fire Alarm → One (1) Plan review → One (1) Inspection/final | \$257.00 |

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> \$10.00 Archiving Fee

| <u>Activity</u> | Fee |
|---|----------------------|
| Overhead fire sprinkler system fees are calculated on a per riser basis. | |
| Overhead Fire Sprinkler System – Tenant Improvement One (1) Plan review One (1) Weld inspection, pre-pipe One (1) Rough inspection Final Inspection \$10.00 Archiving Fee | \$782.00 |
| Overhead Fire Sprinkler System – New System (20 or fewer heads) > One (1) Plan review > One (1) Weld inspection, pre-pipe > One (1) Rough inspection > Hydro test/flush > Final inspection > \$10.00 Archiving Fee | \$991.00 |
| Overhead Fire Sprinkler System – New System (21 to 100 heads) > One (1) Plan review > One (1) Weld inspection, pre-pipe > One (1) Rough inspection > Hydro test/flush > Final inspection > \$10.00 Archiving Fee | \$1,035.00 |
| Overhead Fire Sprinkler System – New System (101 to 300 heads) > One (1) Plan review > One (1) Weld inspection, pre-pipe > One (1) Rough inspection > Hydro test/flush > Final inspection > \$10.00 Archiving Fee > Additional heads over 300 – New System (cost per head) | \$1,079.00 \$2.06 |
| Fire Pump → One (1) Plan review → One (1) On site acceptance test/final inspection. → \$10.00 Archiving Fee | \$449.00 |
| Residential Fire Sprinkler System > One (1) Plan review > One (1) Rough inspection > Final Inspection > \$10.00 Archiving Fee The fee is the same with or without a fire alarm system | \$663.00 |
| Inert Gas, Halon, Carbon Dioxide, Foam or other Special System ➤ One (1) Plan review ➤ One (1) Inspection/final ➤ \$10.00 Archiving Fee | \$483.00 |

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| <u>Activity</u> | <u>Fee</u> |
|--|------------|
| Kitchen Hood System → One (1) Plan review → One (1) Acceptance test/final inspection. → \$10.00 Archiving Fee | \$483.00 |
| Spray Booth → One (1) Plan review → One (1) Acceptance test/final inspection. → \$10.00 Archiving Fee | \$439.00 |
| Above Ground or Below Ground Storage Tanks ➤ One (1) Plan review ➤ One (1) Acceptance test/final inspection. ➤ \$10.00 Archiving Fee . | \$439.00 |
| FIRE CODE ENFORCEMENT AND SAFETY INSPECTIONS | |
| Facilities Life Safety Inspection ➤ One (1) On-site inspection; Prevention Staff (charge hourly rate) | \$ 92.00 |
| New Business, License Inspection, Life Safety > One (1) On-site inspection | \$180.00 |
| Pre-Inspection Licensed Facility (1-25 Clients) > One (1) On-site inspection | \$180.00 |
| Pre-Inspection Licensed Facility (Over 25 Clients) ➤ One (1) On-site inspection | \$224.00 |
| Hydrant Flow Test - Minimum → Flow Test | \$224.00 |
| Multi-family Dwelling Inspection ➤ One on-site Inspection | \$224.00 |
| Fireworks Storage Permit > One (1) Permit review > One (1) Approval Inspection > One (1) Compliance Inspection | \$677.00 |
| Retail Fireworks Sale Permit One (1) Permit Review One (1) Compliance Inspection One (1) Re-inspection \$100 non-refundable deposit, added to total fee when all paperwork is received | \$354.00 |

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| <u>Activity</u> | Fee |
|---|----------|
| Public Fireworks Display Permit → One (1) Permit review → One (1) Pre-Inspection → One (1) Compliance Inspection → One (1) Re-Inspection | \$697.00 |
| MISCELLANEOUS FEES | |
| Alternative Methods Evaluation and Research ➤ One (1) On-site inspection | \$126.00 |
| Outside Consultant Service (per hour) not currently used Per hour | \$0.00 |
| Occupant Load Calculations - Minimum > One (1) On-site inspection, documentation | \$219.00 |
| Will Serve Letter ➤ One (1) Field inspection ➤ Research into fire station locations, response time & water system ➤ Written correspondence | \$219.00 |
| Property Environmental History Research ➤ Due diligence records search | \$ 92.00 |
| Service Fee for Archived Plans Retrieval Research and printing | \$ 88.00 |
| Request for Paper Copies of Documents (non-victim) > Document search | \$ 5.00 |
| Re-inspection Fee > Inspection | \$224.00 |
| Civil Depositions Requests Fee (gov. code sets rate) | \$275.00 |

Express Plan Review Service

Available option to expedite project plan review. Availability dependent on available staff, project complexity and inspector workload. supervisor approval required. Double standard fee

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NOTES:

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

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