

**COOPERATIVE AGREEMENT  
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND THE CITY OF FOWLER**

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, 2021, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the City of Fowler, whereby it is agreed as follows:

Article I.     SECTION I: PURPOSE AND SCOPE

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 CITY OF FOWLER with Emergency Dispatch Services. Fresno County will dispatch Fowler Fire Department to any and all medical responses, motor vehicle accidents, fires, mutual aid calls, and any other life threatening emergency that comes through the 911 system within the response area of the Fowler Fire Department ("Scope of 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, that no services may be provided by the District under this agreement that are not consistent and in conformity with the CAL FIRE Agreement, and that the District is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

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 CITY OF FOWLER, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

B. CITY OF FOWLER shall assign an existing Chief Officer or designee as the City of Fowler contract representative ("City of Fowler Representative"). The DISTRICT Fire Chief shall communicate with the City of Fowler Representative for directing the Emergency Dispatch Services provided to CITY OF FOWLER as set forth in Exhibit "B".

### SECTION III: PAYMENT FOR SERVICES

A. CITY OF FOWLER shall pay the DISTRICT actual costs for Emergency Dispatch Services pursuant to this agreement in an amount not to exceed Five Thousand Seven Hundred Fifty-Six dollars and Ninety-One cents (\$5,756.91), as set forth in Exhibit "C," as amended ("Total Contract Amount"). The DISTRICT shall make a claim to CITY OF FOWLER for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on January 31<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>. CITY OF FOWLER shall pay the claim within thirty (30) days after receipt thereof.

B. 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. CITY OF FOWLER shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY OF FOWLER, be authorized to execute amendments to Exhibit "C" on behalf of CITY OF FOWLER. CITY OF FOWLER's City Manager, in her sole discretion, may increase the Total Contract Amount to not more than Ten Thousand dollars (\$10,000.00) ("Contract Increase Amount").

### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2021 to June 30, 2022**. This Agreement may be extended by an additional term of twelve (12) months from July 1, 2022 to June 30, 2023 ("Extension Term"), unless either party provides notice of non-renewal not later than April 1, 2022. If a notice of non-renewal is given unilaterally by the DISTRICT, except any notice issued because of actions of CAL FIRE or CITY OF FOWLER, the DISTRICT agrees to continue to provide Emergency Dispatch Services (only) to CITY OF FOWLER until such time as CITY OF FOWLER has a reasonable opportunity to implement an alternative Emergency Dispatch Service. .

B. The Scope of Services, Exhibit C, the Total Contract Amount, and Contract Increase Amount shall apply to the Extension Term, unless the parties agreed to a modification. CITY OF FOWLER shall give the DISTRICT written notice not later than April 1, 2022 of whether CITY OF FOWLER intends to change the level of fire protection

services from that provided by this agreement. DISTRICT shall give the CITY OF FOWLER written notice not later than April 1, 2022 of and proposed changes in rate(s) and an updated Exhibit C for FY 2022-23.

#### SECTION V: PROPERTY ACCOUNTING

All personal property provided by CITY OF FOWLER 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 VI: INDEMNIFICATION

A. DISTRICT and CITY OF FOWLER hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of the indemnifying party or its subcontractors relating to the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. DISTRICT and CITY OF FOWLER agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

C. Prior to commencement of the Emergency Dispatch Services, DISTRICT shall take out and maintain at its own expense insurance coverage in an amount of not less than ONE MILLION dollars (\$1,000,000.00) naming the CITY OF FOWLER as an additional insured. DISTRICT shall provide the CITY OF FOWLER with a Certificate of Insurance showing proof of such coverage.

#### SECTION VII: AUDIT

The DISTRICT/CITY OF FOWLER 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/CITY OF FOWLER 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 VIII: DISPUTES

CITY OF FOWLER shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY OF FOWLER, 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 CITY OF FOWLER 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 CITY OF FOWLER 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 IX: ATTORNEY'S FEES

If CITY OF FOWLER 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 CITY OF FOWLER 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 X: DELIVERY OF NOTICES

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

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

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

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 XI: 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 duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 08/03/2021

CITY OF FOWLER


By: 

Title: City Manager

ATTEST:

APPROVED AS TO FORM:

By: 



CITY OF FOWLER  
LEGAL COUNSEL

Title: Deputy City Clerk

(SEAL)

Dated: \_\_\_\_\_

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clerk of the Board

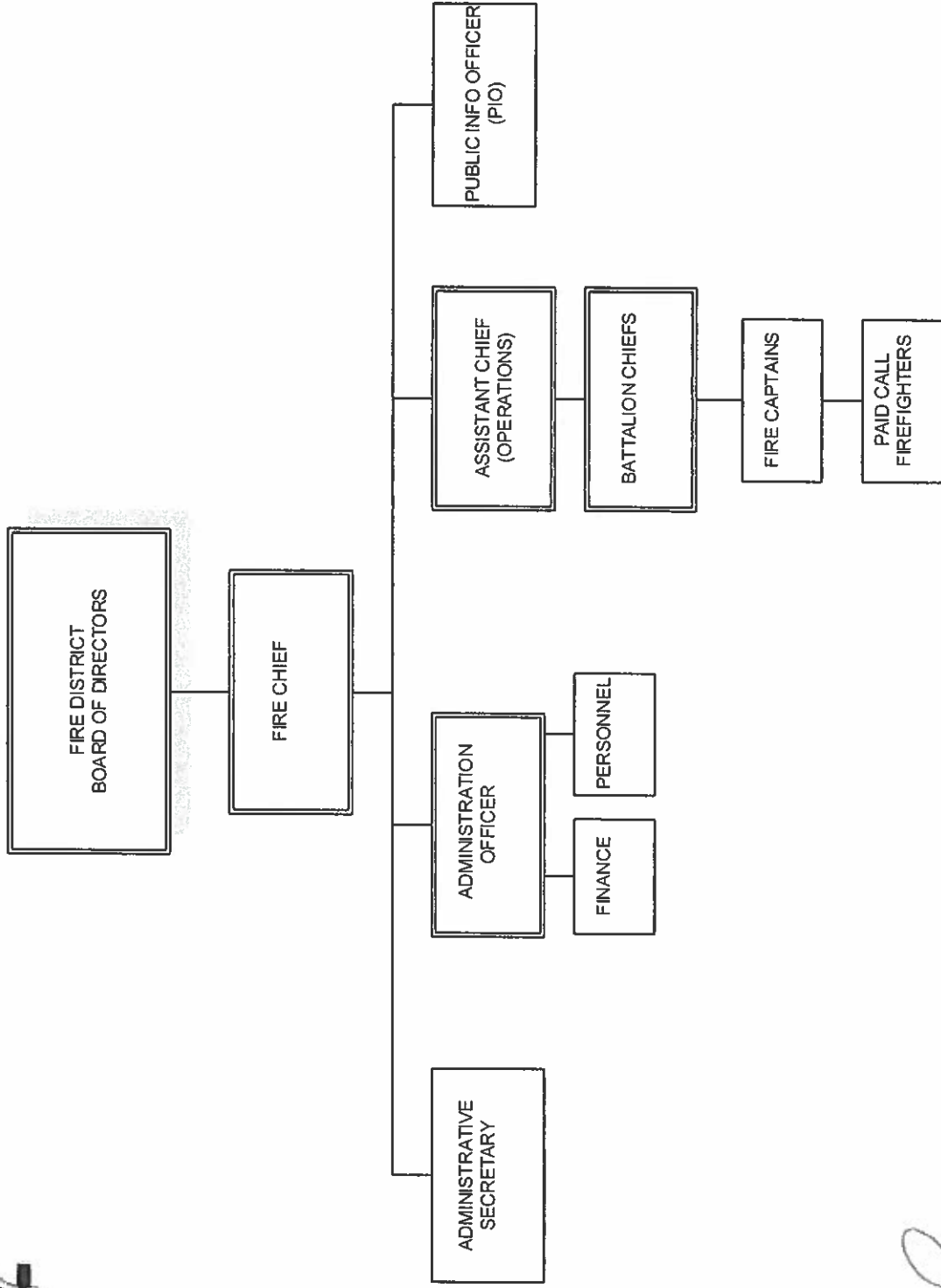
\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

(SEAL)



# FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART

## EXHIBIT A



DUSTIN HAIL, FIRE CHIEF \_\_\_\_\_ 06/11/2021  
DATE

Exhibit B

Fresno County Fire Protection District Standard Response Plan

Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
<b>FIRE</b>																
Structure	4		1	2	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										x		x	1		
Vegetation (SRA)	See CALFIRE SRA Response						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						x		x			x
Aircraft/Train	2			1	1				x	x	x	x	x		x	
Unknown Type/Reported Out	1												x			
<b>EACH Additional Alarm</b>	<b>Duplicate 1st Alarm</b>												x			
<b>Other</b>																
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		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				

<b>Special Notifications</b>	<b>Immediate Notifications</b>				
<b>Notifications</b>	<b>UC</b>	<b>DC</b>	<b>BC</b>	<b>FP</b>	<b>TG</b>
Mutual Aid		X	X		
Out of Unit Response	X	X	X		
Out of Unit Response of Personnel	X♦	X	X		
Unit Employee Injury or Death	X	X	X	X	X
Unit Vehicle Accident	X	X	X		
Fire Related Death	X	X	X	X	
Theft of Unit Equipment /Vehicle		X	X	X	
2 or 3 BC's Committed		X			
Special Staffing Pattern	X	X	X		
Red Flag Warning/Watch	X	X	X	X	
Arson Series		X	X	X	
Stress Debriefing Team Activation	X	X	X		
Augmented Dispatch		X	X		



## Special Notes for Response Plan

- 📌 Notify Battalion Chief on **Medical Aids with Weapons Involved.**
- 📌 On SRA Vegetation fires see **Watershed Response Cards.**
- 📌 On Vehicle Pin-in send the **Closest Jaws Unit.**
- 📌 Brief Duty Chief of **Special Circumstances/Incidents.**
  
- \* Refer to thoroughfare card.
- \*\* Brush Patrol dispatched within zone of station influence.
- ^ Notify Duty Chief if IA response will be substantially committed.
- ♦♦ Fire alarm to schools, rest homes, and facilities with significant population, **2-engine response.**
- 🕒 Instant Aid engine is in addition to standard structure response.
- 📄 Tone out Battalion Chiefs, advisement only (their discretion to respond), advise Unit Chief of **major** vehicle accident.
- 📁 Additional Alarms on structure fires will be 3, not 4 engines.
- ❖ If threat to the wildland (next to vegetation) dispatch full wildland response.
- ♦ Advise UC of Division Chiefs assigned out of county (not all personnel).

**Exhibit C - Final**

City of Fowler

FY21/22 Cost Estimate for July 1, 2021 through June 30, 2022

Fire Protection Services - Dispatch Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
<b>Salaries</b>					<b>50.91%</b>	
Communications Operator	1	\$6,081.00	1.00	\$6,081.00	\$3,095.84	9,176.84
<b>Extended Duty Week Compensation</b>					<b>0.00%</b>	
Not Applicable						
<b>Overtime</b>					<b>1.45%</b>	
Overtime	1	\$500.00	1.00	\$500.00	\$7.25	507.25
<b>Uniforms</b>					<b>0.00%</b>	
Uniforms (Perm)	1	\$104.17	1.00	\$104.17	\$0.00	104.17
<b>Sub-Total Personnel Services</b>						<b>9,788.26</b>
<b>Contract Administrative Fee CAL FIRE Administrative Rate of 12.01% for Personnel.</b>				<b>12.01%</b>		<b>1,175.57</b>
<b>TOTAL PERSONNEL SERVICES</b>						<b>10,963.83</b>
<b>Operating</b>						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						500.00
<b>TOTAL OPERATING EXPENSES</b>						<b>500.00</b>
<b>FCFPD Administrative Fee - 10% for Operating Expenses</b>				<b>10.00%</b>		<b>50.00</b>
<b>TOTAL PERSONNEL AND OPERATIONS</b>						<b>11,513.83</b>
Less: 50% Discount per Property Tax Allocation Agreement						5,756.91
<b>GRAND TOTAL ESTIMATED COST FOR 2021/2022 FISCAL YEAR</b>						<b>5,756.91</b>

\*Based on Feb 2020 Preliminary Staff Benefit Rate Matrix FY 21/22