



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 08/19/2026

To: Board Directors

Attn: Brad Richter
President

From: Fire District Staff

Subject: Lease with Golden Plains Unified School District

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE: Approval of a short-term lease agreement with Golden Plains Unified School District for the temporary relocation and operation of Fresno County Fire Protection District Station 95 during construction of the new Station 95 facility.

BACKGROUND: The Fresno County Fire Protection District is moving forward with the planned demolition and reconstruction of Station 95. During construction, the existing station will be unavailable for fire department operations, requiring a temporary location to house personnel and emergency response resources.

Golden Plains Unified School District has property that can accommodate temporary Station 95 operations and provide a suitable location to maintain emergency response coverage for the surrounding community throughout the construction period.

DISCUSSION: Staff recommends entering into a short-term lease agreement with Golden Plains Unified School District for use of the property as a temporary site for Station 95. The lease cost will not exceed \$500 per month and will remain in effect only for the period necessary to support operations during construction of the new station. Utilizing this temporary site will allow the District to maintain Station 95 staffing and emergency response capabilities within the community while minimizing impacts to response times and continuity of service. Once construction of the new Station 95 is complete and the facility is ready for occupancy,

operations will transition back to the permanent station and the temporary lease will be terminated in accordance with the agreement.

ALTERNATIVES:

1. Do nothing
2. Find another site to use for a temporary site

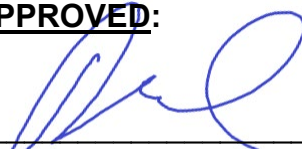
IMPACTS *(Consider potential consequences related to each of the following areas of concern for proposed alternatives):*

- ☒ Fiscal – minimal
- ☒ Operational – Needed to maintain operational support
- ☒ Legal – No known impact.
- ☒ Labor – No known impact.
- ☒ Sociopolitical – No known impact.
- ☒ Policy – No known impact.
- ☒ Health and safety – Maintaining current staffing is critical for the public the District serves
- ☒ Environmental – No known impact.
- ☒ Interagency – No known impact.

RECOMMENDATION:

Staff is recommending the Board of Directors authorize the Chief to coordinate with legal counsel to sign and finalize a lease agreement with the Golden Plains Unified School District.

APPROVED:



Dustin Hail, Fire Chief

08-19-26 _____
Date

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of October 01 2026, by and between **GOLDEN PLAINS UNIFIED SCHOOL DISTRICT** (“District”), and **FRESNO COUNTY FIRE PROTECTION DISTRICT** (“County Fire”), which owns and operates Fresno County Fire Station #95 (“Fire Station #95”). The District and County Fire are sometimes hereinafter referred to collectively as the “Parties” or each individually as a “Party.”

RECITALS

- A. **WHEREAS**, pursuant to Education Code section 35160, the governing board of any school district may initiate and carry on any program, activity, or may otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established; and
- B. **WHEREAS**, the District is the owner of certain real property located near the intersection of West Morton Avenue and South James Road, with GPS coordinates 36,643118 – 120.256877, in Tranquility, California (the “Site”), a portion of which Site is temporarily not in use for school purposes; and
- C. **WHEREAS**, Fire Station #95 must be temporarily relocated from its current location in order to permit construction of a new fire station; and
- D. **WHEREAS**, the Parties now desire to enter into this Agreement for the purpose of permitting Fire Station #95 to temporarily use and occupy an unused portion of the Site during construction of the new fire station.

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, including the Recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

- 1. Grant of License. The District, in recognizing the critical importance of maintaining adequate fire protection for Fresno County, hereby grants to County Fire a non-exclusive license (“License”) to use and occupy that portion of the Site, as more particularly shown in Site Plan Alternate A, attached hereto as **Exhibit A** and incorporated herein (the “Premises”), for the purpose of operating and maintaining a County fire station during construction of a new fire station building to house Fire Station #95.

The rights granted to and the obligations imposed on County Fire herein shall extend to County Fire’s officers, agents, employees, volunteers, members and independent contractors (collectively, “County Fire Parties”). Notwithstanding the foregoing, the District reserves the right to use other portions of the Site for its own uses (“District Use”), so long as the District Use does not interfere with the operation of Fire Station #95 and the rights granted to County Fire hereunder.

2. Construction of Temporary Facilities. The License granted to County Fire in this Agreement further grants County Fire the right to construct: a 1,418 square foot portable building; a 1,500 square foot “clearspan” structure; and a 160 square foot storage building; and to make other related improvements to the Premises necessary for the operation of a County fire station (collectively, the Temporary Facilities”), provided that plans and specifications for the Temporary Facilities are subject to the District’s prior review and approval, which will not be unreasonably withheld.
3. License Fee. Commencing on the Effective Date, County Fire agrees to pay, and the District agrees to accept as a license fee for the use of the Facilities, the amount of Five Hundred Dollars (\$500.00) per month (“License Fee”), which will be paid by the first day of each month of the Term. Failure to pay the License Fee by the tenth day of each month shall constitute a material breach of this Agreement and may result in termination of this Agreement by the District pursuant to Section 5 hereof.
4. Term of Agreement. The term of this Agreement (“Term”) shall be for fourteen (13) months commencing on October 01, 2026 (“Commencement Date”) and terminating on November 01, 2027 (“Termination Date”). County Fire may, by written notice to the District, request extension of the Term for additional terms at the discretion of the District. County Fire shall provide such written notice to the District at least sixty (60) months prior to the expiration of the Term.
5. Termination.
 - a. The District may terminate this Agreement at any time for cause. “Cause” shall consist of a breach of any material provision of this Agreement by County Fire or the County Fire Parties, and the failure to cure the breach within ten (10) days of being notified of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the expiration of the ten (10) day cure period, unless such cure is completed to the satisfaction of the District in its sole discretion. If District terminates this Agreement for Cause, then District may bring an action to recover from County Fire any amount necessary to compensate District for all detriment caused by County Fire’s failure to perform its obligations under this Agreement by County Fire or the County Fire Parties. In the event of termination by District for Cause, District shall be entitled to retain any amount of the County Fire License Fee paid pursuant to Section 3 hereof.
 - b. Either Party shall have the right, upon ninety (90) days’ written notice to the other Party, to terminate this Agreement for any reason.
 - c. Upon expiration or termination of this Agreement for any reason, the License granted herein to County Fire shall immediately terminate, and unless otherwise agreed in writing by the Parties, County Fire shall, within thirty (30) days: vacate the Premises;

- remove the Temporary Facilities and all County Fire furniture, equipment, and personal property (collectively, "County Fire Property") therefrom; and restore the Premises to the condition existing as of the Commencement Date of this Agreement excepting normal wear and tear. It is understood and agreed that all such costs incurred in removal of the Temporary Facilities and County Fire Property, and restoration of the Premises shall be at County Fire's sole cost and expense
- d. The remedies given to District in this Section or elsewhere in this Agreement shall not be exclusive but shall be in addition to all remedies now or hereafter available at law or in equity.
6. Conditions and Inspection of Premises. County Fire acknowledges that the Premises are being licensed to County Fire on an "as-is" basis, and that County Fire uses and occupies the Premises and constructs the permitted Temporary Facilities thereon without reliance upon any representation by the District, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, its fitness for County Fire's intended use, or any other promise, representation or inducement not expressly set forth in this Agreement.
7. Use of Premises. The District understands and acknowledges that during the Term of this Agreement and any extension or renewal hereof, County Fire will be operating a staffed County fire station on the Premises, which may be in operation 24 hours a day, seven (7) days a week and which may produce related noise, including but not limited to sirens and the sounds of fire engines and other vehicles and equipment. Notwithstanding the foregoing, during the Term, and any extension or renewal thereof, County Fire's use of the Premises shall be subject to the following conditions, covenants and restrictions:
- a. Except as provided in this Agreement, the Premises shall be used only for the purpose of operating and maintaining a County fire station and shall not be used for any other use or purpose whatsoever, without the prior written consent of the District.
- b. If County Fire damages or causes damage to the Premises, County Fire shall within two (2) business days, notify the District, which shall, in its discretion, either: (1) repair the damage to the Premises and invoice such costs to County Fire in accordance with the District's usual billing practices, with payment for such costs to be made by County Fire within thirty (30) days of receipt of invoice; or (2) direct County Fire to make such repairs and return the Premises to the condition immediately preceding the damage at County Fire's sole and absolute cost.
- c. If the Premises are destroyed or damaged so as to, in County Fire's judgment, hinder its effective use of the Premises, County Fire's only remedy shall be to terminate this Agreement upon thirty (30) days written notice to District. Upon such termination, County Fire will remove its Temporary Facilities and County Fire Property, restore

and vacate the Premises in accordance with the requirements set forth in Section 5, subsection c. of this Agreement

- d. County Fire shall not interfere with the operations of the District or any other licensee on the Site and shall install perimeter fencing around the Premises or other security measures deemed satisfactory by District to ensure students do not have access to the Premises.
 - e. County Fire agrees to comply with all applicable law and District policies and regulations related to licensing and occupying the Premises.
8. Permits and Approvals. County Fire shall obtain any and all governmental permits, approval, licenses or other authorizations which may be required in connection with the use and occupancy of the Premises, construction and use of the Temporary Facilities, and operation of a County fire station as set forth in this Agreement. No approval or consent given under this Agreement by the District shall affect or limit the County Fire's obligations hereunder, nor shall any approvals or consents given by the District, in its capacity as a Party to this Agreement, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.
9. Indemnification by County Fire. Except to the extent caused by the gross negligence or willful misconduct of the District or any person or entity under its explicit direction or control, County Fire shall indemnify, defend, and hold District, and its officers, agents, employees, and elected and appointed officials including members of the District's Board of Trustees ("District Indemnified Parties") free and harmless from any and all liability, claims, loss, damages, or expenses (including attorneys' fees and fees of any required experts or consultants) resulting from County Fire's occupation and use of the Premises, including but not limited to the use of fire engines and other County Fire vehicles, equipment, and personal property ("County Fire Property"), or the construction, use and occupancy of the Temporary Facilities ("County Fire Use"), specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:
- a. The death, illness, or injury of any person, including without limitation any student or any of County Fire's employees, guests, invitees, or agents, from any cause whatsoever as a direct or indirect result of County Fire Use while that person is in, on, or about the Premises or Temporary Facilities or in any way connected with the Premises, Temporary Facilities, or with any of County Fire Property on the Premises;
 - b. The death, illness, or injury of any person, including any District student or any of County Fire employees or agents, or by reason of the damage to or destruction of any property, including County Fire Property or any person who is an employee or agent of County Fire, caused or allegedly caused by either (1) any condition of the Premises or Temporary Facilities created by County Fire or its employees or agents, or (2) any

act or omission on the Premises or in the Temporary Facilities by County Fire or any person in, on or about the Premises or Temporary Facilities with the permission and consent of County Fire;

- c. Any work performed on the Premises or Temporary Facilities or materials furnished to the Premises or for the Temporary Facilities at the instance or request of County Fire or any person or entity acting for or on behalf of County Fire; or
- d. County Fire's failure to perform any provision of this Agreement or to comply with any requirement of applicable law or any requirement imposed on County Fire related to the use or occupation of the Premises or Temporary Facilities or operation of a County fire station by any duly authorized agency or political subdivision.

The foregoing indemnification obligations shall survive the expiration or earlier termination of this Agreement.

10. Insurance.

- a. Before the commencement of this Agreement and during the Term of this Agreement, County Fire shall obtain and maintain, at its expense, through self-insurance or with insurance companies acceptable to District, the following insurance policies covering the Premises including the Temporary Facilities:
 - i. Comprehensive general liability insurance for bodily injury, personal injury, and property damage, with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) aggregate. This liability insurance shall also include coverage for professional liability for vehicles owned, non-owned, and hired for use by County Fire.
 - ii. If not included in the above, property insurance covering damages to all buildings and improvements installed on the Premises by County Fire, with a coverage amount equal to the replacement value of the applicable buildings and improvements installed.
- b. Insurance Provisions.
 - i. The policies described in Subsection (a) above shall: (i) name the District as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by the District; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than 30 days written notice shall be given to the District before the cancellation or reduction of

coverage or amount of such policy.

- ii. A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to the District upon the District's request. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to the District not less than thirty (30) days before the expiration of the term of such policy. Coverage shall be subject to the District's approval and shall carry a rating of A:X or higher, unless otherwise agreed to in advance by the District, and insurance company shall be admitted and licensed in California to transact insurance coverage and issue policies.
 - iii. The policy described in Subsection (a) above may be made part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair the District's rights under this Agreement, or negate or decrease County Fire's obligations under this Agreement.
- c. As applicable, County Fire shall obtain worker's compensation insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than One Million Dollars (\$1,000,000.00) for all persons whom it employs or may employ under this Agreement.
 - d. In lieu of the above insurance policies, coverage maintained in whole or in part in the form of participation by County Fire in a joint powers authority or other program providing pooled property and liability coverage is acceptable.
11. Alterations and Improvements. Except for the Temporary Facilities, County Fire shall not construct or install any improvements, modifications, or alterations (collectively, "Improvements") to the Premises without prior written approval from the District.
12. Maintenance and Repairs; Custodial Obligations. During County Fire's use and occupation of the Premises, County Fire shall, at its sole cost and expense, maintain the Premises in a safe, clean, and hygienic condition. This shall include keeping all improvements, surfaces, and landscaping clear of debris, and ensuring that all rubbish is placed in appropriate trash, green waste, and recycling bins. County Fire shall be solely responsible for removal and off-hauling for the disposal of trash, green waste, and recyclable materials at its sole cost and expense. County Fire shall be responsible for and shall pay for any and all repairs and maintenance to the Premises.

If District determines, in its reasonable discretion, that County Fire has failed to maintain the Premises in a safe, clean, and hygienic condition, the District will notify County Fire in writing of such failure and shall include in such notice an itemized list of the deficiencies and the required manner and timeline for correcting each item. In the event

that County Fire fails to correct the items listed by the District within the specified timeline, or another timeline, as mutually agreed upon between the Parties, the District may make the corrections and invoice such costs to County Fire, in accordance with the District's usual billing practices. Payment for such costs will be made by County Fire within thirty (30) days of receipt of invoice.

13. Taxes. County Fire shall be responsible for any and all possessory interest taxes that may arise out of County Fire's use of the Facilities.
14. Utilities. County Fire will be responsible for all electricity, water, gas, sewage, or any other utility used or consumed on the Premises.
15. Hazardous Substances. County Fire shall not use, maintain, or keep any Hazardous Materials, other than ordinary cleaning supplies and waste, on the Premises or in the Temporary Facilities without the District's prior written approval. County Fire shall promptly give notice to the District of any Hazardous Materials dispersal or spill, or Hazardous Materials claim, of which it becomes aware. County Fire shall indemnify, defend, and hold the District and District Indemnified Parties harmless from any and all claims, costs, damages, penalties or liabilities arising out of County Fire's use or release of any Hazardous Materials at, in or on the Facilities. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement. The term "Hazardous Materials" as used in this Agreement shall mean any products, substances, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Facilities, is either (a) potentially injurious to the public health, safety or welfare and environment of the Facilities, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of District to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof. Notwithstanding anything contained herein to the contrary, willful or negligent breach of County Fire's obligations under this Section may, at the District's discretion, result in immediate termination of this Agreement.
16. Legal Relations and Responsibilities.
 - a. District and County Fire understand and agree that the only relationship between them created by this License is that of licensor and licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, or other relationship between District and County Fire.
 - b. County Fire shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of County Fire under this License, or the possession or use of the

Premises or Temporary Facilities by County Fire, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. County Fire shall at all times observe and comply with all existing and future laws, ordinances, regulations, orders and decrees. County Fire agrees to comply with fingerprinting and background checks pursuant to California Education Code requirements.

- c. County Fire hereby acknowledges the title of District in and to the Premises and Site, including any real property fixtures and improvements existing or erected thereon as of the Effective Date of this Agreement, and County Fire hereby covenants and promises to never assail, contest, or resist District's title to the Premises or Site.
 - d. County Fire shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with County Fire's use and occupancy of the Premises and construction and installation of the Temporary Facilities or other improvements. If any mechanics' or materialmen's liens or any other liens or claims for any work done or items furnished at County Fire's request are filed against the Premises or the Site, County Fire shall promptly remove the liens and claims at County Fire's own expense. If County Fire fails to remove the liens or claims and any judgment is entered thereon or thereunder, County Fire shall pay that judgment. Should County Fire fail, neglect, or refuse to remove any such liens or claims or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any actions brought on the liens or claims and to pay any judgment entered on the liens or claims, and County Fire shall be liable to District for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefor. The District may record, post, and maintain upon the Premises a notice of non-responsibility. County Fire shall not encumber by any security instrument, all or a part of County Fire's interest under this License or Agreement without the prior written consent of District, and upon such terms and conditions as District may require.
17. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given, if in writing, and signed by the Party giving the notice, and delivered personally, or sent by a reputable overnight courier service (with package tracking capability), or certified mail, with return receipt requested, and first-class postage prepaid, addressed as follows, and with a copy sent via email:

Golden Plains Unified School District

Attn: Chief Business Officer
22000 Nevada Street
P.O. Box 937
San Joaquin, CA93660
Email: vmartinez@gpusd.org

Fresno County Fire Protection District

Attn: Jeremiah Wittwer
Address: 210 S. Academy Ave. Sanger, CA 93657
Email: jeremia.wittwer@fire.ca.gov

18. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Fresno County, subject to any transfer of venue as required by law.
19. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
20. Assignment. County Fire may not assign, sublet, or transfer any of its obligations, rights, or duties under this Agreement without the prior written consent of the District. Any such purported assignment or transfer shall be void, and shall constitute a material breach of this Agreement.
21. Amendment. Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by both the Parties and approved or ratified by the District's governing board.
22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
23. Waiver. Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or off another provision hereof.
24. Signage. County Fire shall not place any signage on the Premises or Site without prior written consent of the District. The District shall have final approval over the signage, but shall not unreasonably deny its location, design or content. County Fire shall remove the signage on termination of this Agreement, and must restore the Premises and Site, following removal of the signage, to the condition existing prior to installation of the signage.
25. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Copies of signature pages

transmitted to either Party via email or facsimile shall be deemed equivalent to original signatures on counterparts.

26. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.
27. No Property Interest Created. This License does not create any interest for County Fire or any other person or entity in the Premises or Site or any property owned or maintained by District, and is not coupled with any property interest or other interest. The License granted herein is personal to County Fire and is not assignable without first obtaining District's consent, which consent may be withheld in District's sole discretion.
28. Time of Essence. Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.
29. Further Assurance. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

GOLDEN PLAINS UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

FRESNO COUNTY FIRE PROTECTION DISTRICT

By: _____

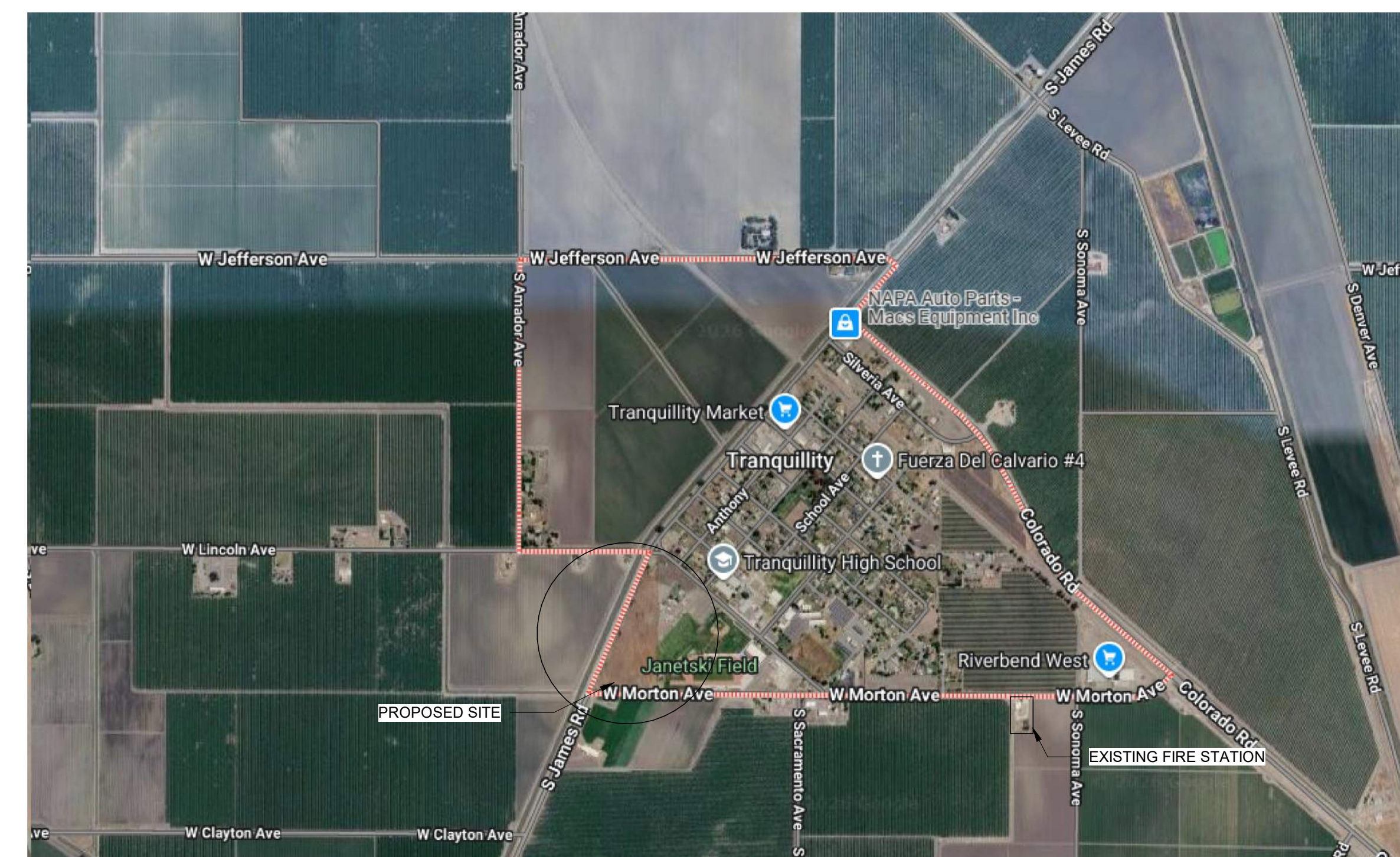
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Date: _____

EXHIBIT A



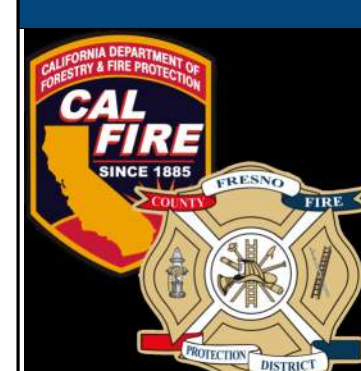
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VICINITY MAP N.T.S



KEY MAP N.T.S

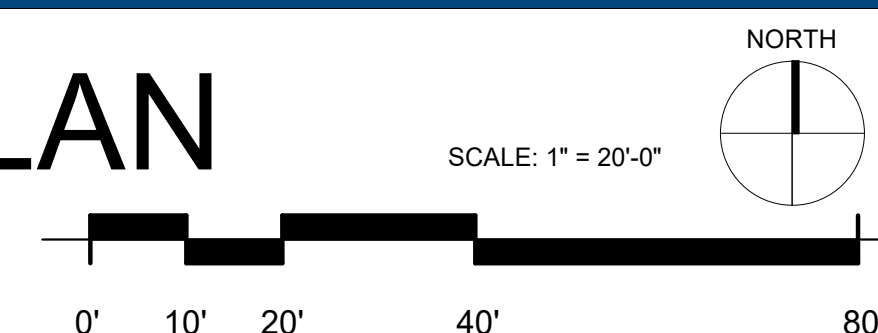


FRESNO COUNTY FIRE
PROTECTION DISTRICT

FRESNO COUNTY, CA

FIRE STATION #95 - PORTABLE

SITE PLAN

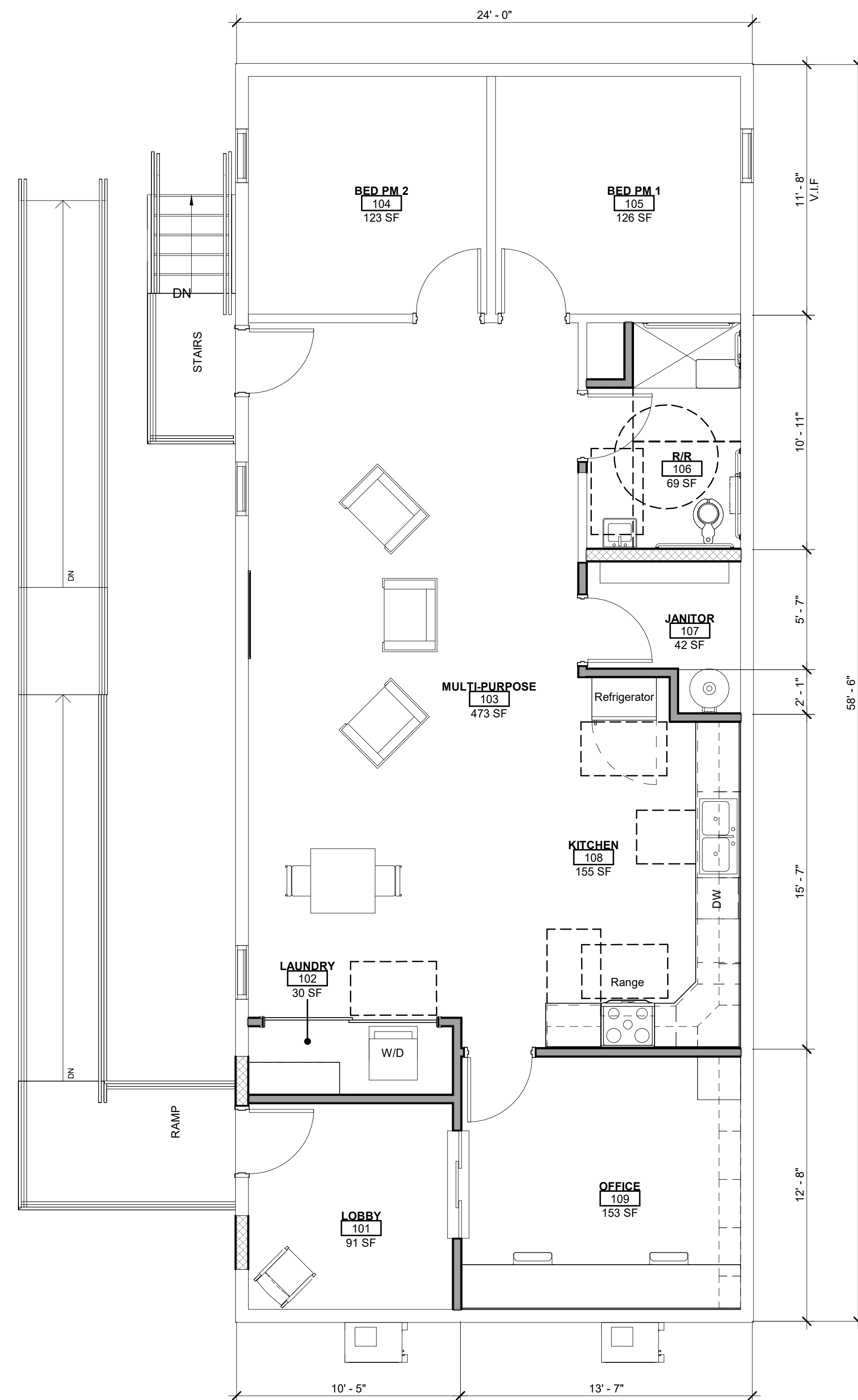


ZUMWALT
CONSTRUCTION

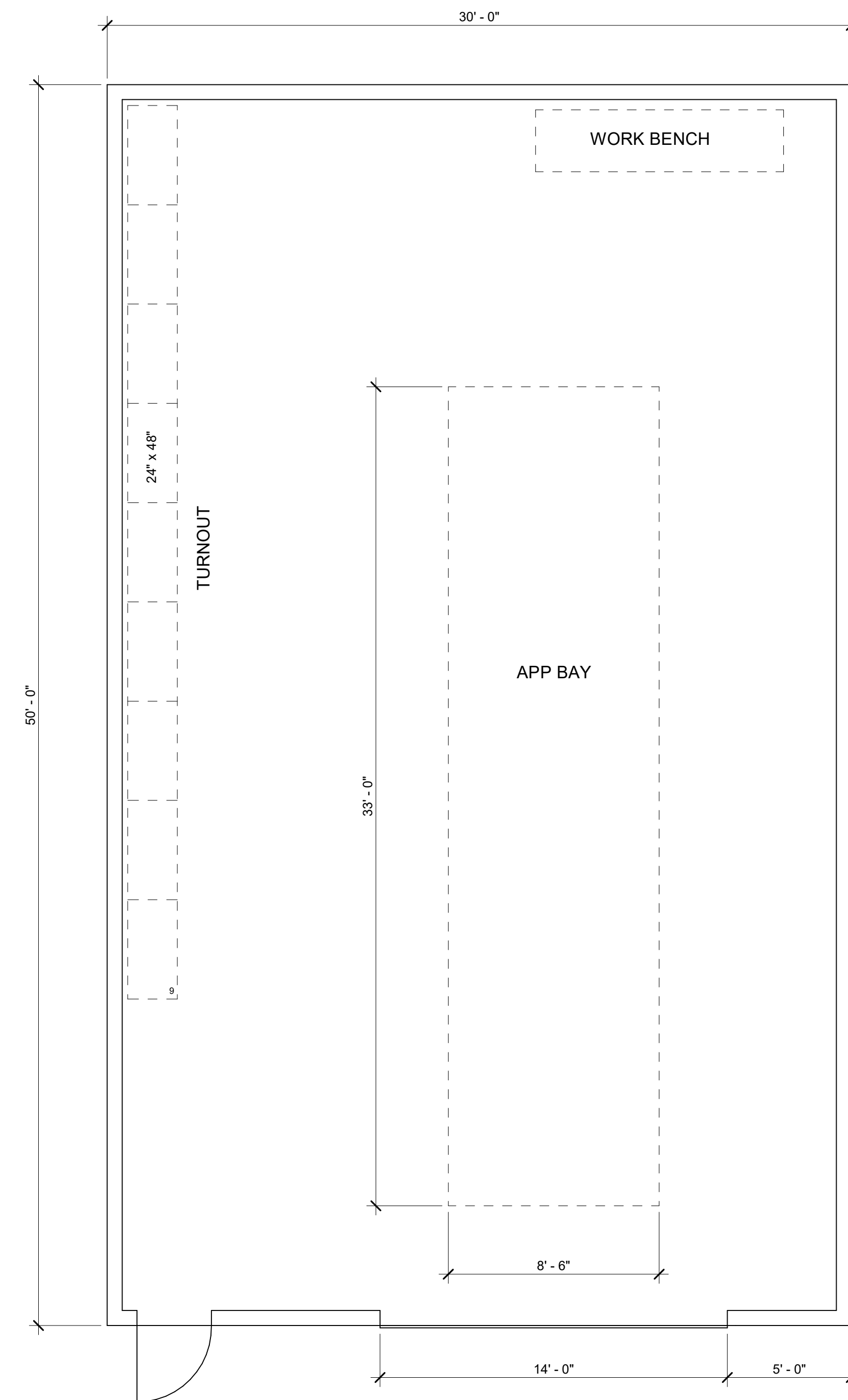


ARCHITECTS
ENGINEERS
CONNECTED

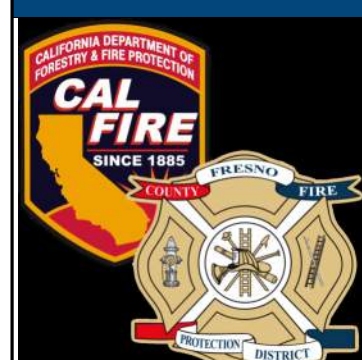
PROJECT NO.
26-13581
DRAWING DATE:
08/14/26
A-1



PREFAB TRAILER



CLEAR SPAN PREFAB STRUCTURE

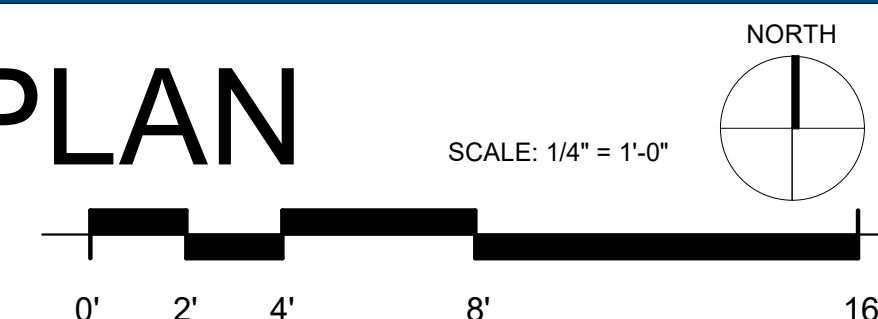


FRESNO COUNTY FIRE
PROTECTION DISTRICT

FRESNO COUNTY, CA

FIRE STATION #95 - PORTABLE

FLOOR PLAN



ZUMWALT
CONSTRUCTION



ARCHITECTS
ENGINEERS
CONNECTED

PROJECT NO.
26-13581

DRAWING DATE:
08/14/26

A-2