



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 10/21/2026

To: Board Directors

Attn: Brad Richter
President

From: Fire District Staff

Subject: Fire Service Lease Agreement template with Nonprofit Volunteer Fire Companies

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

Authorization for the Fresno County Fire Protection District (District) to develop a template for a Fire Service Lease Agreements with nonprofit volunteer fire companies operating within Fresno County for the use, maintenance, management, and oversight of fire apparatus, equipment, and real property utilized in providing emergency services

BACKGROUND:

The Fresno County Fire Protection District, in coordination with the County of Fresno, has undertaken a comprehensive effort to strengthen and improve the delivery of fire and emergency services throughout the unincorporated areas of Fresno County. As part of this effort, the District and County have established a new Memorandum of Understanding (MOU) intended to provide a more coordinated, consistent, and sustainable framework for supporting volunteer fire companies and the communities they serve.

Historically, several communities throughout Fresno County have relied on nonprofit volunteer fire companies to provide fire protection and emergency response services. These organizations have made significant contributions to public safety, often through the dedication of local volunteers, community fundraising, and the acquisition and maintenance of fire apparatus, equipment, and facilities.

While these organizations have served their communities for decades, the existing organizational structure presents challenges related to operational oversight, equipment maintenance, regulatory compliance, liability, and long-term sustainability.

The recently approved MOU establishes a foundation for greater coordination, operational consistency, training, and accountability. However, additional agreements are necessary to clearly establish the District's authority and responsibilities concerning the physical assets utilized in delivering these services.

The proposed Fire Service Lease Agreements represent the next step in implementing the MOU and establishing a sustainable framework that preserves the contributions of local volunteer organizations while ensuring that fire protection resources are maintained and operated in accordance with applicable safety standards and District requirements.

DISCUSSION:

The District proposes to establish Fire Service Lease Agreements with participating nonprofit volunteer fire companies for the use of fire apparatus, emergency equipment, and real property necessary to support fire protection and emergency response operations.

These agreements would provide the District with the contractual authority to possess, utilize, inspect, maintain, repair, and manage designated assets in support of its fire protection mission, while allowing the nonprofit organizations to retain ownership of their respective property.

The primary objective is to establish clear responsibility and accountability for the continued operational readiness, safety, and maintenance of resources utilized in the delivery of fire and emergency services.

Under the proposed agreements, the District would assume defined responsibilities for ensuring that leased apparatus, equipment, and facilities are maintained in accordance with applicable laws, regulations, recognized fire service standards, and District policies. This approach would address several areas of risk and liability identified through the Community Risk Assessment and Standards of Cover (CRA-SOC) process, particularly those involving equipment condition, operational consistency, resource readiness, and firefighter safety.

The proposed lease structure is intended to be collaborative rather than transfer of ownership. Nonprofit volunteer fire companies would continue to play an important role in their communities, including supporting volunteer participation, community engagement, and local fundraising activities.

By establishing clear contractual authority over assets utilized in emergency response, the District would be better positioned to implement consistent maintenance practices, document compliance, correct identified deficiencies, and

make informed decisions regarding the continued use or replacement of aging resources.

ALTERNATIVES:

1. The Board may elect not to approve the proposed agreement template and direct staff to look at other options

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

- ☒ Fiscal – Increases the budget to support the asks based on the new County MOU
- ☒ Operational – Adds operational support to the volunteer companies
- ☒ Legal – California Health and Safety Code Section 13861 provides fire protection districts with broad authority to acquire and manage property, establish leasehold interests, enter into necessary contracts, and adopt regulations governing fire protection services.
- ☒ 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:

1. Approve the development and implementation of Fire Service Lease Agreements template between the Fresno County Fire Protection District and participating nonprofit volunteer fire companies.

2. Authorize the Fire Chief, subject to District Counsel review and approval, to negotiate and execute.

APPROVED:



Dustin Hail, Fire Chief

10-21-26 _____
Date

**LEASE AGREEMENT
BETWEEN THE FRESNO COUNTY FIRE PROTECTION DISTRICT
AND COMMUNITY FIRE BRIGADE (TBD)**

DRAFT

This Lease Agreement (“Agreement”) is dated as of the ____ day of _____, 2026 (“Effective Date”), by and between the Fresno County Fire Protection District (“District”) and Community Fire Brigade ____, a California nonprofit public benefit corporation (“CFB”). District and CFB may each be referred to as a “Party” and collectively as the “Parties.” This Agreement concerns the use, maintenance, management, and oversight of designated real property, fire apparatus, and emergency equipment in support of fire protection and emergency services within the Unprotected Land Service Area.

RECITALS

WHEREAS, The District is a fire protection district existing and governed by the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*).

WHEREAS, CFB is a community fire brigade operating within the Unprotected Land Service Area which possesses or controls certain real property, apparatus, and equipment that may support the delivery of fire and emergency services;

WHEREAS, District and the County of Fresno (“County”) entered into Agreement No. 26-502, effective October 6, 2026 (“MOU”), to continue and enhance fire protection and emergency services and to establish a framework for oversight of countywide fire protection, emergency medical services, coordination, emergency management, and strategic public safety planning in the area identified as the “Unprotected Land Service Area”;

WHEREAS, A principal purpose of the MOU is to continue fire and emergency services provided by the District in Agreement Nos 18-381 and 24-635, which are superseded by this MOU and to assess the potential use of CFB stations, apparatus and equipment, and to provide eligible CFB members opportunities to join the District Paid Call Firefighter Program (“PCF”) subject to District eligibility, training, medical, physical, background, and other requirements, and requires appointed PCFs to comply with District policies, procedures, training requirements, and recognized firefighting practices; or to participate in a Community Emergency Response Team (“CERT”) Program;

WHEREAS, CFB wishes to avail itself of the collaboration with the District as provided in the MOU to ensure delivery of fire and emergency services by PCFs or CERT team members; and,

WHEREAS, The District proposes to implement the MOU Scope of Services by providing for the lease of qualified station facilities, apparatus, and equipment from CFB as further set forth in this Agreement.

NOW, THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1 – Leased Assets and Service Conditions

Section 1, Potential CFB Fire Station

Section 1.1. Real Property and Rent. CFB leases to District, and District leases from CFB, the real property and improvements described in Exhibit A (the “Property”) for One Dollar (\$1.00) per year. District will manage, and oversee the Property solely to provide fire protection, emergency medical, rescue, and related fire and life safety services through qualified PCFs.

Section 1.2. Facility Contingencies. District’s obligation to manage and oversee the Property is specifically conditioned on: (a) CFB having lawful possession or control of the Property and authority to lease it; (b) the Property and improvements complying with applicable building, fire, life-safety, zoning, and occupancy requirements; (c) the County issuing all permits and a certificate of occupancy authorizing use as an emergency-services facility; and (d) the Property remaining suitable to house assigned apparatus and equipment safely and support PCF and CERT operations. District may suspend use until any deficiency is corrected.

Section 1.3. Qualified Personnel. The Parties acknowledge that facilities, apparatus, and equipment to support emergency services are to be used only when operated by qualified personnel. CFB members may apply for District’s PCF Program. Only persons appointed by District as PCFs and satisfying District’s eligibility, training, medical, physical, background, operational, and continuing-qualification requirements may operate District-controlled apparatus or equipment or perform fire and life safety services under this Agreement. District retains exclusive authority over PCF appointment, assignment, training, supervision, and operational readiness.

Section 2, CFB Fire Apparatus and Equipment

Section 2.1. CFB Apparatus. The CFB-owned fire apparatus identified in Exhibit B, including make, model, year, vehicle identification number, and related equipment, is leased to District for One Dollar (\$1.00) for emergency-service operations provided that it meets District operating and maintenance standards and it can be staffed by qualified PCFs. CFB retains ownership. District may inspect, possess, operate, insure, equip, maintain, and repair the apparatus while it satisfies

applicable federal and state requirements, recognized fire-service practices, and District operational, safety, maintenance, and economic-feasibility standards.

Section 2.2. Removal and Return. District may remove the CFB apparatus or equipment from service if District determines that it is unsafe, unsuitable, not economically feasible to maintain or operate to meet District operating and maintenance standards. If District shall return CFB apparatus or equipment to CFB. If this determination is made the CFB may retain, repair, sell, dispose of, or otherwise use the involved at CFB's discretion, subject to applicable law. District has no obligation to restore a returned item to serviceable condition.

Section 2.3. District Replacement Apparatus. District shall replace returned CFB apparatus with District-owned apparatus. District has no obligation to station replacement apparatus unless CFB continuously provides, at the Property, a permitted and secure structure reasonably acceptable to District for its safekeeping, maintenance, readiness, and operation by qualified PCFs.

Section 2.4. Personal Protective and Other Equipment. District may evaluate CFB equipment and, where reasonably practicable, bring it into compliance with applicable law, safety requirements, District policies, and recognized fire-service practices. Appointed PCFs may receive District personal protective equipment, and other resources that District deems appropriate for assigned duties. District-owned equipment remains District property and is subject to District inspection, maintenance, replacement, reassignment, and return requirements.

Section 3 – General Terms

Section 3.1. Term and Termination. This Agreement begins on the Effective Date and continues until June 30, 2031, unless terminated earlier. Either Party may terminate without cause upon thirty (30) days' written notice. District may suspend operations or terminate immediately if continued use presents an imminent safety risk, required approvals lapse, qualified PCFs are unavailable, funding is not allocated, or the MOU terminates.

Section 3.02. Ownership; No Transfer. Except for possession and operational authority expressly granted by this Agreement, title to CFB assets remains with CFB and title to District assets remains with District. No transfer of ownership occurs unless stated in a separate written instrument signed by both Parties.

Section 3.03. Compliance and Control. Each Party shall comply with applicable law in performing its obligations. District retains operational control over emergency service activities, deployment, apparatus and equipment readiness, and personnel operating under District authority. Nothing requires District to use any asset or appoint any individual.

Section 3.04. Risk Allocation. Each Party is responsible for its own acts and omissions to the extent provided by law. Neither Party assumes a duty to indemnify the other under this Agreement. Nothing waives any immunity, defense, limitation of liability, or claims-presentation requirement available under applicable law.

Section 3.05. Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 3.06. Notices. All notices, demands, and other communications that are required under this Agreement by either party shall be in writing and:

A. Sent by United States Certified Mail, return receipt requested, postage prepaid in the United States mail, or

B. Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or

C. Sent by telecopy or similar means if a copy of the notice is also sent by United States Certified Mail;

Notice to District must be addressed as follows:

Fresno County Fire Protection District
Dustin Hail, District Chief
210 S. Academy Ave.
Sanger, CA 93657
Phone: (559) 281-4300
Dustin.Hail@fire.ca.gov

Notice to CFB must be addressed as follows:

CFB_____

E-mail_____

Section 3.07. Interpretation. In all cases the language in all parts of this Lease shall be construed simply, according to its fair meaning and not strictly for or against District or Lessee.

Section 3.08. Titles. The word titles underlying the article designations contained in this Lease are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as any part of this instrument.

Section 3.09. Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of this Lease shall be in Stanislaus County.

Section 3.10. Entire Agreement. This Lease, together with any written modifications or amendments hereafter entered into shall constitute the entire agreement between the parties relative to the subject matter of this Lease, and shall supersede any prior agreement or understanding, if any, whether written or oral, which District may have had with Lessee relating to the subject matter of this Lease.

Section 3.11. Counterparts. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and CFB, through their duly authorized representatives, hereby execute this Agreement with the intent that it is effective as of the date first written above, and certify that they have read, understand, and voluntarily agree to the terms and conditions of this Agreement.

**FRESNO COUNTY FIRE
PROTECTION DISTRICT**

BY: _____
Brad Richter, Board President

Date: _____

By: _____
Dustin Hail, District Chief

Date: _____

APPROVED AS TO FORM

By: _____
William D. Ross, District Counsel

Date: _____

COMMUNITY FIRE BRIGADE TBD

BY: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM

By: _____

Date: _____

EXHIBIT A

Description of Property and Emergency-Services Facility

[Insert legal description, street address, site map, permitted improvements, and certificate-of-occupancy information.]

EXHIBIT B

CFB Apparatus and Equipment Schedule

[Insert make, model, year, VIN, title information, condition, and equipment inventory.]