



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 11/20/2024

To: Board Directors

Attn: John Arabian
President

From: Fire District Staff

Subject: Supplemental Fire Services Agreement

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE: The Fresno County Fire Protection District (FCFPD) faces increasing demands on its services due to population growth, urban development, and expanding fire safety requirements. To adequately fund operations and maintain a high standard of emergency response, it is essential for FCFPD to regularly assess its funding mechanisms.

BACKGROUND: In 2018 FCFPD, entered into an agreement with the County of Fresno to provide Fire Protection Services to the unprotected areas in Fresno County.

DISCUSSION: FCFPD has been working with County staff to address the significant increases in personnel and equipment costs, that are required to maintain the current emergency response level of services. Existing funding levels in the 2018 MOU are no longer sufficient to maintain current emergency response level of services. Working collaboratively with County Staff, a 3-year temporary agreement has been drafted to address the issue temporarily.

ALTERNATIVES:

1. Do nothing
2. Make new recommendations or changes to the contract and request staff to bring the item back a later time for approval.

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

- Fiscal – Needed to maintain current staffing levels
- 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 levels 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 sign and enter into this 3-year supplemental Fire Services agreement with the County of Fresno.

APPROVED:



Dustin Hail, Fire Chief

11-20-24 _____
Date

1 **SUPPLEMENTAL FIRE SERVICE AGREEMENT BETWEEN**
2 **THE COUNTY OF FRESNO**
3 **AND**
4 **THE FRESNO COUNTY FIRE PROTECTION DISTRICT**

5
6 This Supplemental Fire Services Agreement (“Agreement”) is dated _____
7 and is between the County of Fresno, a political subdivision of the State of California (“County”),
8 and the Fresno County Fire Protection District, a local fire protection district organized and
9 existing as a California Special District, whose address is 210 S. Academy Ave., Sanger, CA
10 93657 (“District”), (collectively, the District and County referred to as the “Parties”).

11 **Recitals**

12 A. The District is organized under the Fire Protection District Law of 1987 (Health and
13 Safety Code section 13800 *et seq*). Consistent with Health and Safety Code section 13862, the
14 District provides fire and emergency response services within its boundaries, as established by
15 the Fresno County Local Agency Formation Commission (“LAFCO”), which includes
16 incorporated and unincorporated areas of the County, and also provides services under
17 automatic and mutual aid agreements and in County unincorporated area and to surrounding
18 cities and fire agencies.

19 B. The County and District have an existing Agreement No. 18-381 (the “2018 MOU”) for
20 fire protection services.

21 C. The District has notified the County that it has experienced a remarkable increase in
22 costs and that the existing funding levels in the 2018 MOU are no longer sufficient to maintain
23 current emergency response level of services, and if left unaddressed, the insufficient funding
24 levels may result in the District closing fire stations within the District’s boundaries.

25 D. The services provided by the District are for general fire and life safety emergency
26 response services, rescue services, emergency medical services, and related services, and are
27 paramount to the public health and safety of the residents of Fresno County.
28

1 E. Due to the experience, facilities, equipment, apparatus, and depth of the District, the
2 Parties desire and intend that the District maintain its current emergency response level of
3 services to unincorporated and incorporated areas of the County, as described in the 2018
4 MOU.

5 F. The County desires to provide temporary supplemental funding to the District, so that the
6 District can maintain the emergency response level of services described the 2018 MOU. This
7 provides a public benefit to the County residents and business in the areas served by the
8 District, who would otherwise be without fire services.

9 G. The District shall maintain the current emergency response level of services, to include
10 general fire and life safety emergency response services, rescue services, emergency medical
11 services, and related services.

12 H. The District currently provides automatic mutual aid to every incorporated City in Fresno
13 County, and will continue to do so during the term of this Agreement.

14 I. The Parties shall collaborate in good faith to conduct a study, to determine operational
15 areas of efficiency, need, and opportunity, and to identify alternative sources of revenue for
16 long-term sustainability of services.

17 J. The County shall implement policies set forth in its 2024 General Plan, including
18 implementation of the Public Facilities and Services Element's policies and procedures, which
19 include cooperatively working with fire protection districts, such as the District, to ensure
20 effective fire and emergency medical services to unincorporated areas of the County. The
21 implementation of the County General Plan's Policies can be partially achieved through
22 payments by the County that will supplement the District's ability to provide fire and life safety
23 and emergency medical services throughout the County as described in this Agreement.

24 The parties therefore agree as follows:
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1 **Article 1**

2 **District's Services**

3 1.1 **Scope of Fire Services.** District shall continue to perform and maintain the
4 emergency response level of services described in Exhibit A to this Agreement, titled "Scope of
5 Services – 2018 MOU," which is attached and incorporated by this reference.

6 1.2 **Representation.** District is qualified, ready, willing, and able to perform all of the
7 services provided in this Agreement.

8 1.3 **Compliance with Laws.** District shall, at its own cost, comply with all applicable
9 federal, state, and local laws and regulations in the performance of its obligations under this
10 Agreement.

11 1.4 **Obligations of the Contractor.** The District acknowledges that the County, through
12 this Agreement, aims to provide the District with temporary supplemental funding so that the
13 District can maintain its current emergency response level of services described the 2018 MOU,
14 and to prevent the closure of Fire Stations operated by the District within the District's
15 boundaries, which serve the unincorporated and incorporated areas of Fresno County. During
16 the term of this Agreement, the District shall provide a District representative to represent the
17 District, who shall work in good faith with the County to complete a "study" to identify areas of
18 efficiency, need, and opportunity, and to identify an alternative source of revenue to support the
19 long-term fiscal requirements and feasibility of the 2018 MOU, and to collaboratively work with
20 the County to modify the 2018 MOU as appropriate.

21 **Article 2**

22 **County's Responsibilities**

23 2.1 The County shall compensate District as set forth in Article 3, below.

24 2.2 **County Representative.** The County shall provide a County representative to
25 represent the County, who will work with the District to carry out the District's obligations under
26 this Agreement. The County representative will be the County Administrative Officer, and/or
27 their designees.

1 **Article 3**

2 **Compensation and Payments**

3 3.1 **Compensation.** The County agrees to pay, and the District agrees to receive,
4 compensation for the performance of its services under this Agreement as described in Exhibit
5 B to this Agreement, titled "Compensation."

6 3.2 **Payment.** Beginning in November 2024, following annual approval of a budget
7 allocating funds to District for the current fiscal year, the District shall invoice the County, and
8 the County shall tender one lump sum annual payment to District within 45 days to maintain Fire
9 Services that will be rendered in that fiscal year. At the beginning of each fiscal year, the District
10 shall submit with the invoice, a "Predicted Outcome Report" detailing which anticipated District
11 services would be maintained in the fiscal year, as a result of the payment. At the end of each
12 fiscal year, the District shall submit a "Final Outcome Report" detailing which District services
13 were maintained in the fiscal year as a result of the annual payment. A sample form of
14 "Predicted Outcome Report" and "Final Outcome Report" are provided in Exhibit C.

15 3.3 **3.4 Incidental Expenses.** Except for the Consideration provided in Exhibit B, the
16 District is solely responsible for all of its costs and expenses in providing the fire services under
17 this Agreement.

18 **Article 4**

19 **Term of Agreement**

20 4.1 **Term.** This Agreement shall be effective for three (3) fiscal years, beginning
21 retroactively on July 1, 2024, and terminating on June 30, 2027.

22 (A) Year 1: July 1, 2024 through June 30, 2025

23 (B) Year 2: July 1, 2025 through June 30, 2026; and

24 (C) Year 3: July 1, 2026 through June 30, 2027

25 4.2 **Extension.** The parties may, by mutual written agreement, extend the term of this
26 Agreement, pursuant to section 12.1 hereinbelow.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Attn: County Administrative Officer
7 County of Fresno
8 2281 Tulare St. Room 304
9 Fresno, CA 93721

10 **For the Contractor:**

11 Attn: Fire Chief
12 Fresno County Fire Protection District
13 210 S. Academy
14 Sanger, CA 93657

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the District provided for or
18 permitted under this Agreement must be in writing, state that it is a notice provided under this
19 Agreement, and be delivered either by personal service, by first-class United States mail, by an
20 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
21 Document Format (PDF) document attached to an email.

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

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

26 (C) A notice delivered by an overnight commercial courier service is effective one
27 County business day after deposit with the overnight commercial courier service,
28 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if
such transmission is completed outside of County business hours, then such delivery is

1 deemed to be effective at the next beginning of a County business day), provided that
2 the sender maintains a machine record of the completed transmission.

3 **Article 6**

4 **Termination and Suspension**

5 **6.1 Termination for Non-Allocation of Funds.** If sufficient funds are not allocated and
6 transferred by County to the District, then the District, upon at least 30 days' advance written
7 notice to the District, may:

8 (A) Modify the services provided by the District under this Agreement; or

9 (B) Terminate this Agreement.

10 **6.2 Termination for Breach.**

11 (A) Upon determining that a breach (as defined in paragraph (C) below) has
12 occurred, the non-breaching party may give written notice of the breach to the breaching
13 party. The written notice may suspend performance under this Agreement and must
14 provide at least 30 days for the breaching party to cure the breach.

15 (B) If the breaching party fails to cure the breach to the non-breaching party's
16 satisfaction within 30 days, the non-breaching party may terminate this Agreement
17 immediately.

18 (C) For purposes of this section, a breach occurs when a Party has:

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

20 (2) Failed to comply with any part of this Agreement;

21 (3) Improperly performed any of its obligations under this Agreement.

22 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement without penalty by giving at least 90 days advance written
24 notice to the Contractor.

25 **6.4 Parties' Rights upon Termination.**

26 (A) Upon a breach by District and termination by County under this Article 6, County
27 may demand repayment by the District of any monies disbursed to the District under this
28 Agreement that were not yet expended by District in connection with this Agreement as

1 of the effective date of the termination. The District shall promptly refund all unspent
2 monies upon demand. The amount of unspent monies returned to County under this
3 section, shall be proportional to the remaining term of the fiscal year. This section
4 survives the termination of this Agreement.

5 (B) Upon termination by District for breach by County under this Article 6, the County
6 shall tender to District all unpaid monies for services rendered by District up until the
7 effective date of the termination.

8 **Article 7**

9 **Independent Contractor**

10 7.1 **Status.** In performing under this Agreement, the District, including its officers,
11 agents, employees, attorneys, and volunteers, is at all times acting and performing as an
12 independent special district, in an independent capacity, and not as an officer, agent, servant,
13 employee, joint venturer, partner, or associate of the County.

14 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
15 manner or method of the District's performance under this Agreement. The District shall have
16 sole discretion as to the methodology and operational decisions employed to facilitate the fire
17 services under this Agreement. However, the County may verify that the District is performing
18 according to the terms of this Agreement.

19 7.3 **Benefits.** Because of its status as an independent contractor and independent
20 special district, the District has no right to, and this Agreement does not contemplate,
21 employment rights or benefits available to County employees. The District is solely responsible
22 for providing its own employees all of the employee benefits required by law. The District shall
23 save the County harmless from all matters relating to the payment of District's employees,
24 including compliance with Social Security withholding and all related regulations.

25 7.4 **Services to Others.** The parties acknowledge that this Agreement does not restrict
26 the District's ability to provide fire, life safety services, and other services within and outside of
27 the District, or other services that are unrelated to the County.

1 **Article 8**

2 **Indemnity and Defense**

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

11 8.2 **County Indemnification of District.** The County shall indemnify and hold harmless
12 and defend the District (including its officers, agents, employees, attorneys, and volunteers)
13 against all claims, demands, injuries, damages, costs, expenses (including attorney fees and
14 costs), fines, penalties, and liabilities of any kind to the District, the County, or any third party
15 that arise from or relate to the performance or failure to perform by the County (or any of its
16 officers, agents, or employees) under this Agreement. The District may conduct or participate in
17 its own defense without affecting the County's obligation to indemnify and hold harmless or
18 defend the District.

19 8.3 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

20 **Article 9**

21 **Insurance**

22 9.1 The parties acknowledge that the District participates in a self-insurance retention
23 program administered by the Fire Agencies Insurance Risk Authority (FAIRA), which provides
24 coverage as set forth in Exhibit D of this Agreement.

25 **Article 10**

26 **Inspections, Audits, and Public Records**

27 10.1 **Inspection of Documents.** The District shall make available to the County, and the
28 County may examine at any time during business hours and as often as the County deems

1 necessary, all of the District's records and data with respect to the matters covered by this
2 Agreement, excluding attorney-client privileged communications. The District shall, upon
3 request by the County, permit the County to audit and inspect all of such records and data to
4 ensure the District's compliance with the terms of this Agreement.

5 **10.2 State Audit Requirements.** If the compensation to be paid by the County under this
6 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
7 California State Auditor, as provided in Government Code section 8546.7, for a period of three
8 years after final payment under this Agreement. This section survives the termination of this
9 Agreement.

10 **10.3 Public Records.** The Parties agree that, as public agencies, they are both subject to
11 open government laws, including but not limited to the California Public Records Act
12 (Government Code Section 7920.000 *et seq*), and agree to cooperate in the lawful and good
13 faith disclosure of this Agreement or any public records or data arising out or in connection with
14 this Agreement. Public disclosure may include but is not limited to the following:

15 (A) A Party may voluntarily, or upon request by any member of the public or
16 governmental agency, disclose this Agreement to the public or such governmental
17 agency.

18 (B) A Party may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose to the public or such governmental agency any record or
20 data exchanged between the Parties, unless such disclosure is prohibited by court order
21 or by law.

22 (C) Records that are subject to public disclosure under the Ralph M. Brown Act
23 (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with
24 section 54950).

25 (D) Records subject to public disclosure as a public record under the California
26 Public Records Act (California Government Code section 7920.000 *et seq.*) ("CPRA").
27
28

1 (E) Records subject to public disclosure as information concerning the conduct of the
2 people's business of the State of California under California Constitution, Article 1,
3 section 3, subdivision (b).

4 (F) Notwithstanding the foregoing, the Parties shall make good faith efforts to
5 safeguard information and records that are subject to privileges under the Evidence
6 Code or by privacy laws, such as laws protecting personal medical information.

7 **Article 11**

8 **Disclosure of Self-Dealing Transactions**

9 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
10 or changes its status to operate as a corporation.

11 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
14 County before commencing the transaction or immediately after.

15 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. The District acknowledges that County employees have no authority to modify
23 this Agreement except as expressly provided in this Agreement.

24 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.

28

1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. Venue for actions, claims, or litigation, shall, unless otherwise agreed by the
3 Parties, be in Fresno County in the Superior Court of Fresno County or the United States
4 District Court for the Eastern District of California.

5 12.5 **Interpretation.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 12.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 12.9 **Nondiscrimination.** During the performance of this Agreement, the District shall not
18 unlawfully discriminate against any employee or applicant for employment, or recipient of
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of the District under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of the District and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the District and the County with respect to the subject matter of this Agreement, and it

1 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 12.13 **Authorized Signature.** The District represents and warrants to the County that:

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

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

15 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

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

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

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

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

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.

11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

13 12.16 **Mutually Drafted.** This Agreement was mutually drafted by the Parties.

14 12.17 **Recitals.** The Recitals listed within Agreement are incorporated as substantive terms
15 of the Agreement.

16 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Agreement on the date stated in the introductory clause.

FRESNO COUNTY FIRE PROTECTION DISTRICT

COUNTY OF FRESNO

Dustin Hail, Fire Chief

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

Approved as to Form

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

William D. Ross, District Counsel

By: _____
Deputy

For accounting use only:

Org No.: 2540
Account No.: 7845
Fund No.: 0001
Subclass No.:10000

MEMORANDUM OF UNDERSTANDING

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3 THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 10th day
4 of July, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State
5 of California ("COUNTY"), and Fresno County Fire Protection District, a local fire protection district
6 organized and existing as a California Special District under the Fire Protection District Law of 1987,
7 whose address is 210 S. Academy Ave., Sanger, CA 93657 ("DISTRICT").

WITNESSETH:

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

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

18 WHEREAS, territories within the COUNTY and outside of the jurisdictional boundaries of the
19 DISTRICT are currently not being provided with fire suppression, prevention, rescue, emergency
20 medical services and hazardous material emergency response and other services relating to the
21 protection of lives and property by a recognized fire protection agency as determined by the Insurance
22 Services Office; and

23 WHEREAS, such territories are generally comprised of privately held lands that are part of the
24 COUNTY west of the DISTRICT'S western boundary to the COUNTY'S western boundary and east of
25 the DISTRICT'S eastern boundaries to the western boundary of the Sierra and Sequoia National
26 Forests' wilderness areas and outside of other fire protection agencies' territories as shown on Exhibit
27 B, which is incorporated by this reference, and is referred to as the "Unprotected Land Service Area";
28 and

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2 WHEREAS, the parties desire to enhance the delivery of fire suppression and emergency
3 services by ensuring a stable funding source to ensure effective and efficient emergency services are
4 provided in areas of the County that do not currently receive such services; and

5 WHEREAS, an MOU to provide formalized services is beneficial to both the County and the
6 DISTRICT, and to the health and safety of residents.

7
8 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
9 contained, the parties hereto agree as follows:

10 1. OBLIGATIONS OF THE DISTRICT

11 A. The DISTRICT shall provide to the Unprotected Land Service Area as
12 delineated the services described in Exhibit C, which is incorporated by this reference. Notwithstanding
13 section 8 of this MOU, the DISTRICT shall provide all such services in the same manner, with the same
14 competence, diligence, and workmanship, and to the same standards of quality, as it provides such
15 services within its own jurisdictional boundaries.

16 B. The DISTRICT shall take all actions necessary and lawful to amend or
17 administer the DISTRICT's special taxes in Community Facilities District ("CFD") Zones 1 and 2 as
18 follows:

19 1) To provide that no special tax is levied on property within the Non-
20 Conforming Property classification, as that term is defined in the "Rate and Method of Apportionment of
21 Special Tax," which was approved by the DISTRICT's Board of Directors by Resolution No. 2010-9 on
22 June 22, 2010 ("RMA");

23 2) To provide that the special tax for SFR Property, as that term is defined in
24 the RMA, is levied and collected only in connection with a subdivision of property resulting in three or more
25 SFR housing units, as required by Section II of the DISTRICT's "Local Goals and Policies for Community
26 Facilities Districts," which was adopted by the DISTRICT's Board by Resolution No. 2010-06 on May 19,
27 2010; and

28 3) To provide that, before adopting a resolution of intention to form a CFD or

1 annex to an existing CFD, under Government Code section 53339.2, or any successor statute, if the
2 territory covered by such a resolution includes property likely to be classified by the DISTRICT's CFD
3 Administrator as Industrial Property, as those terms are defined in the RMA, the DISTRICT shall first
4 consult with the COUNTY's Director of Public Works and Planning, to ensure that the DISTRICT's process
5 does not conflict with the COUNTY's process for approval of subdivision maps.

6 2. OBLIGATIONS OF THE COUNTY

7 A. COUNTY shall pay compensation as provided in section 5 of this MOU.

8 B. The Amador Contract between CAL FIRE and the County is a separate
9 agreement and will continue at the four (4) station staffing level or other terms as determined between
10 the County and CAL FIRE.

11 C. TERM

12 The term of this Agreement shall be for a period of twenty (20) years, commencing on July 1,
13 2017, through and including June 30, 2037. This Agreement may be extended for additional
14 consecutive ten (10) year periods upon written approval of both parties no later than one year prior to
15 the first day of the next ten (10) year extension period. For the purposes of this section, one year
16 means 365 days, or 366 days if there is a leap day during the year prior to the first day of the next
17 extension period.

18 3. TERMINATION

19 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
20 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
21 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
22 terminated, at any time by giving the DISTRICT ninety (90) days advance written notice.

23 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
24 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 25 1) An illegal or improper use of funds;
- 26 2) A failure to comply with any term of this Agreement;
- 27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 28 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of
2 this Agreement or any default which may then exist on the part of the DISTRICT. Neither shall such
3 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
4 The COUNTY shall have the right to demand of the DISTRICT the repayment to the COUNTY of any
5 funds disbursed to the DISTRICT under this Agreement, which in the judgment of the COUNTY were
6 not expended in accordance with the terms of this Agreement. The DISTRICT shall promptly refund any
7 such funds upon demand.

8 C. Without Cause - Under circumstances other than those set forth above, this
9 Agreement may be terminated by COUNTY or DISTRICT upon the giving of ninety (90) days advance
10 written notice of an intention to terminate to the other party.

11 4. COMPENSATION/INVOICING: COUNTY agrees to pay DISTRICT and DISTRICT
12 agrees to receive compensation according to the schedule and formula shown on Exhibit D, which is
13 incorporated by this reference. DISTRICT shall submit annual invoices to the County of Fresno
14 County Administrative Office during December of each fiscal year, together with a written certification
15 that the DISTRICT is and will remain in compliance with section 1.B. of this Agreement for that fiscal
16 year. COUNTY will only pay invoices that are accompanied by that certification.

17 It is understood that all expenses incidental to DISTRICT'S performance of services under this
18 Agreement shall be borne by DISTRICT.

19 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
20 assumed by DISTRICT under this MOU, it is mutually understood and agreed that DISTRICT, including
21 any and all of the DISTRICT'S officers, agents, and employees will at all times be acting and
22 performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an
23 officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore,
24 COUNTY shall have no right to control or supervise or direct the manner or method by which DISTRICT
25 shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so
26 as to verify that DISTRICT is performing its obligations in accordance with the terms and conditions
27 thereof.

1 DISTRICT and COUNTY shall comply with all applicable provisions of law and the rules and
2 regulations, if any, of governmental authorities having jurisdiction over matters of performance set forth
3 in this MOU.

4 Because of its status as an independent DISTRICT, DISTRICT shall have absolutely no right to
5 employment rights and benefits available to COUNTY employees. DISTRICT shall be solely liable and
6 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
7 addition, DISTRICT shall be solely responsible and save COUNTY harmless from all matters relating to
8 payment of DISTRICT'S employees, including compliance with Social Security withholding and all other
9 regulations governing such matters. It is acknowledged that during the term of this Agreement,
10 DISTRICT may be providing services to others unrelated to the COUNTY or to this Agreement.

11 6. MODIFICATION: Any matters of this MOU may be modified from time to time by the
12 written consent of all the parties without, in any way, affecting the remainder.

13 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this MOU nor
14 their rights or duties under this MOU without the prior written consent of the other party.

15 8. HOLD HARMLESS: DISTRICT agrees to indemnify, save, hold harmless, and at
16 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs
17 and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
18 resulting to COUNTY in connection with the performance, or failure to perform, by DISTRICT, its
19 officers, agents, or employees under this MOU, and from any and all costs and expenses, damages,
20 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
21 injured or damaged by the performance, or failure to perform, of DISTRICT, its officers, agents, or
22 employees under this Agreement.

23 The COUNTY and DISTRICT intend that the provision of services under this memorandum of
24 understanding is subject to the provisions of Government Code Title 5, Division 2, Part 2, Chapter 4,
25 Article 2 (beginning with section 55631), including but not limited to Government Code section 55634,
26 relating to privileges and immunities from liability, exemptions from laws and rules, and all pension,
27 relief, disability, workmen's compensation and other benefits granted the fire or police force of any local
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1 agency performing its functions within the territorial limits of another local agency by virtue of any
2 contract with such other local agency.

3 9. INSURANCE

4 Without limiting the COUNTY's right to obtain indemnification from DISTRICT or any third
5 parties, DISTRICT, at its sole expense, shall maintain in full force and effect, the following insurance
6 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement
7 or Joint Powers Agreement (JPA) throughout the term of the Agreement:

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per
10 occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on
11 a per occurrence basis. COUNTY may require specific coverages including completed operations,
12 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other
13 liability insurance deemed necessary because of the nature of this contract.

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million
16 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include
17 any auto used in connection with this Agreement.

18 C. Professional Liability

19 If DISTRICT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing
20 services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
21 per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

22 D. Worker's Compensation

23 A policy of Worker's Compensation insurance as may be required by the California Labor Code.
24 DISTRICT shall obtain endorsements to the Commercial General Liability insurance naming the County
25 of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but
26 only insofar as the operations under this Agreement are concerned. Such coverage for additional
27 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
28 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance

1 provided under DISTRICT's policies herein. This insurance shall not be cancelled or changed without a
2 minimum of thirty (30) days advance written notice given to COUNTY.

3 Within Thirty (30) days from the date DISTRICT signs and executes this Agreement, DISTRICT
4 shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies,
5 as required herein, to the County of Fresno, (Name and Address of the official who will administer this
6 contract), stating that such insurance coverage have been obtained and are in full force; that the
7 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
8 policies; that such Commercial General Liability insurance names the County of Fresno, its officers,
9 agents and employees, individually and collectively, as additional insured, but only insofar as the
10 operations under this Agreement are concerned; that such coverage for additional insured shall apply
11 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
12 agents and employees, shall be excess only and not contributing with insurance provided under
13 DISTRICT's policies herein; and that this insurance shall not be cancelled or changed without a
14 minimum of thirty (30) days advance, written notice given to COUNTY.

15 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
16 employees any amounts paid by the policy of worker's compensation insurance required by this
17 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
18 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
19 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

20 In the event DISTRICT fails to keep in effect at all times insurance coverage as herein provided,
21 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
22 upon the occurrence of such event.

23 All policies shall be issued by admitted insurers licensed to do business in the State of
24 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
25 rating of A FSC VII or better.

26 10. AUDITS AND INSPECTIONS: The DISTRICT shall at any time during business hours,
27 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all
28 of its records and data with respect to the matters covered by this Agreement. The DISTRICT shall,

1 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
2 necessary to ensure DISTRICT'S compliance with the terms of this Agreement.

3 If compensation to the DISTRICT exceeds ten thousand dollars (\$10,000.00), DISTRICT shall be
4 subject to the examination and audit of the Auditor General for a period of three (3) years after final
5 payment under contract (Government Code Section 8546.7).

6 11. NOTICES: The persons and their addresses having authority to give and receive
7 notices under this Agreement include the following:

<u>COUNTY:</u>	<u>DISTRICT:</u>
County of Fresno	Fresno County Fire Protection District
County Administrative Officer	District Fire Chief
2281 Tulare Street, Room 304	210 S. Academy
Fresno, CA 93720	Sanger, CA 93657

8 All notices between the COUNTY and DISTRICT provided for or permitted under this
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail,
10 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered
11 by personal service is effective upon service to the recipient. A notice delivered by first-class United
12 States mail is effective three COUNTY business days after deposit in the United States mail, postage
13 prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is
14 effective one COUNTY business day after deposit with the overnight commercial courier service,
15 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
16 A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed
17 (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be
18 deemed to be effective at the next beginning of a COUNTY business day), provided that the sender
19 maintains a machine record of the completed transmission. For all claims arising out of or related to
20 this Agreement, nothing in this section establishes, waives, or modifies any claims presentation
21 requirements or procedures provided by law, including but not limited to the Government Claims Act
22 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
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28 12. VENUE AND GOVERNING LAW: Venue for any action arising out of or related to this
Agreement shall only be in Fresno County, California.

1 The rights and obligations of the parties and all interpretation and performance of this Agreement shall
2 be governed in all respects by the laws of the State of California.

3 13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
4 DISTRICT and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
5 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any
6 nature whatsoever unless expressly included in this Agreement.

7 [SIGNATURE PAGE FOLLOWS]

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 DISTRICT

COUNTY OF FRESNO

4 Michael Del Puppo
5 Michael Del Puppo

Sal Quintero
6 Sal Quintero, Chairperson of the Board of
7 Supervisors of the County of Fresno

8 MICHAEL DEL Puppo - President
9 Print Name & Title

10 210 S. Academy Ave.
11 Sanger, CA. 93657
12 Mailing Address

ATTEST:

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

15 By: [Signature]
16 Deputy

18 Approved as to legal form:

19 [Signature]
20
21 William D. Ross, District Counsel

22 Date: 7/18/2018
23

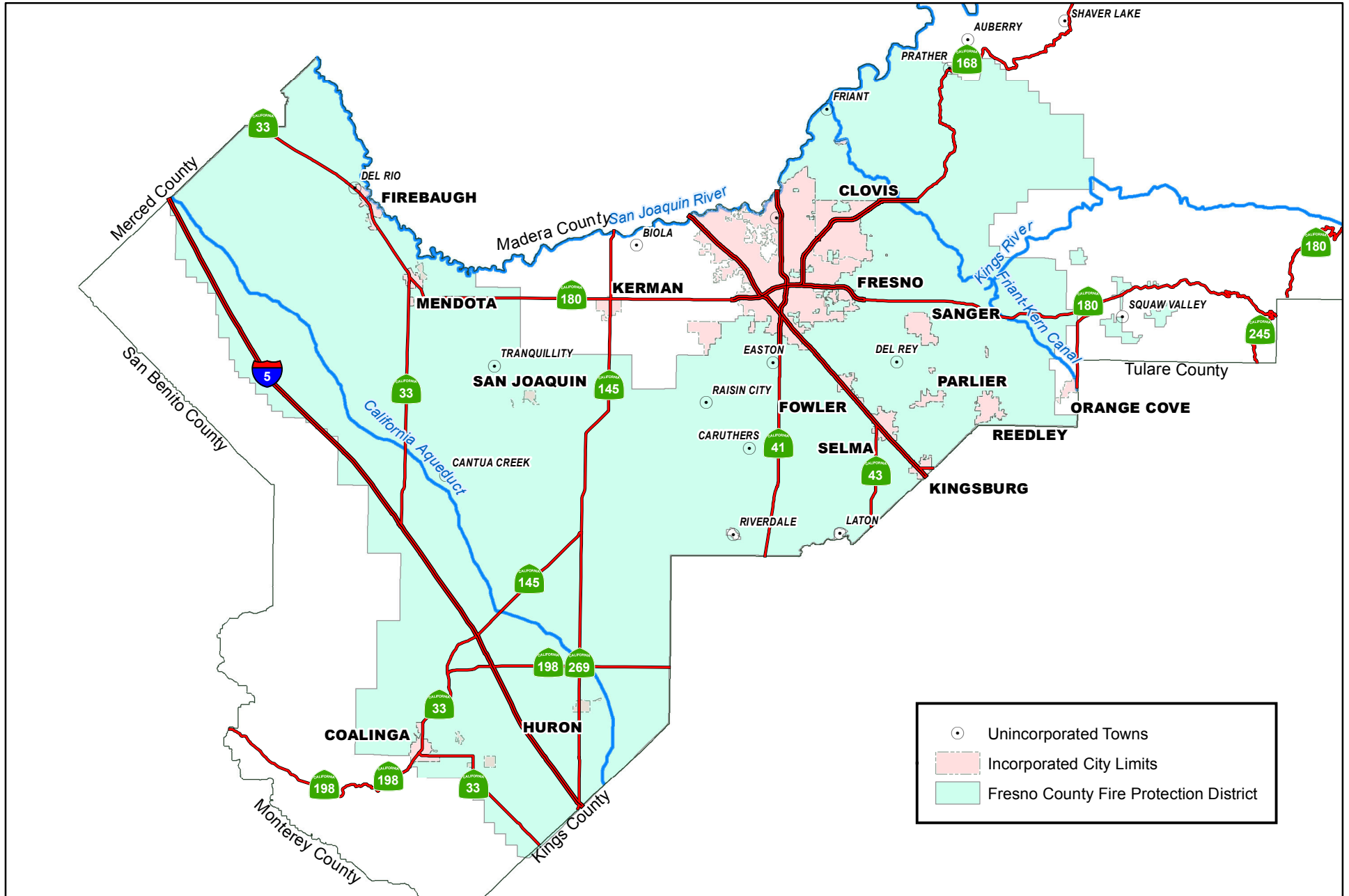
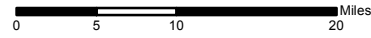
24 FOR ACCOUNTING USE ONLY:

25 ORG No.: 2540
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27 Account No.: 7845
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County of Fresno

Fresno County Fire Protection District



Unprotected Area

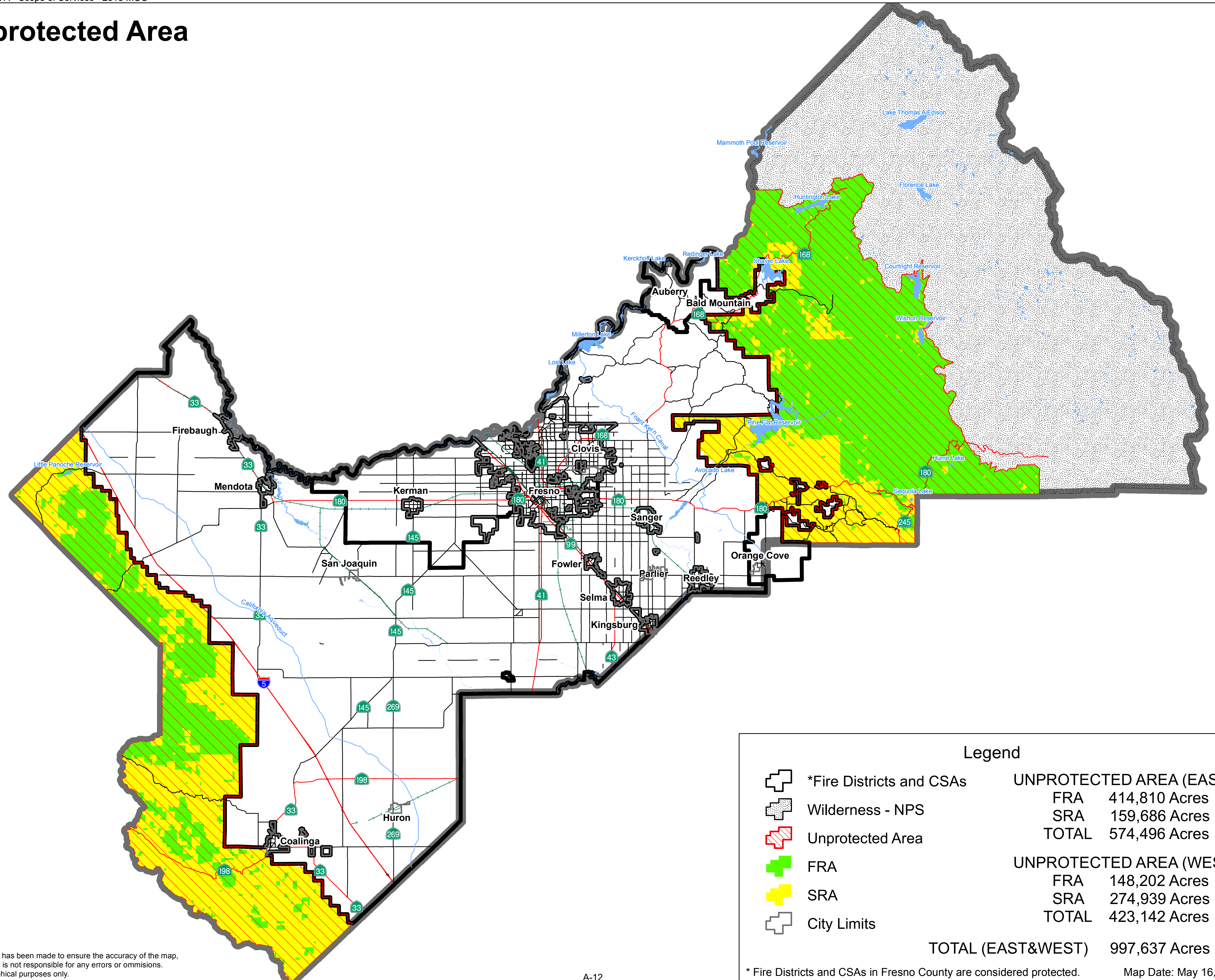


Exhibit B

Disclaimer:
While every effort has been made to ensure the accuracy of the map,
the map producer is not responsible for any errors or omissions.
Maps are for graphical purposes only.

Exhibit C

Service Plan for the Enhanced Delivery of Fire Protection Services

In Otherwise Unprotected Land Service Areas Not Serviced by a Recognized Fire Jurisdiction.

Funding

Fresno County Fire Protection District (DISTRICT) shall provide funding to the Volunteer Fire Companies (Huntington Lake Volunteers, Big Creek Volunteers, Pine Ridge Volunteers, Mountain Valley Volunteers, Hume Lake Volunteers) (each a VOLUNTEER; collectively, VOLUNTEERS) with no recognized jurisdiction as follows:

1. The DISTRICT shall give a \$10,000 credit to each of the VOLUNTEERS for each Fiscal Year.
2. The DISTRICT shall directly pay invoices on behalf of each VOLUNTEER up the credit amount, for expenses in the following categories:
 - a. To provide fire apparatus repair and maintenance in a recognized repair facility.
 - b. To provide and maintain firefighting tools and equipment.
 - c. To purchase and maintain required insurance policies for liability, equipment and workers compensation coverages.
 - d. To provide training that meets State and Federal fire service best practices (such as those recommended or established by the national Fire Protection Association, the National Institute for Occupational Safety and Health, and the California Occupational Safety and Health Administration) and State and Federal law mandates that are applicable to fire protection organizations.

The DISTRICT will also work to provide discounted service rates on the above services to VOLUNTEERS with a recognized jurisdiction (Shaver Lake Volunteers, Auberry Volunteers, Bald Mountain Fire District) (COMPANIES).

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Fire Protection Services

The DISTRICT shall enter into automatic aid agreements with VOLUNTEERS, which agreements, individually and collectively, shall provide for utilizing the closest emergency resources for the following call types:

- o Structure Fire Response, Residential and Commercial
- o Vegetation Fire Response
- o Hazardous Materials Incident Response
- o Medical Aid Response
- o Vehicle Accident Response
- o Technical Rescue Response, including rope rescue, structural collapse search & rescue, confined-space search & rescue, trench and excavation search & rescue, vehicle and machinery search & rescue, water search & rescue.

The DISTRICT shall also under this agreement:

- o Manage all incidents under the Incident Command System (ICS)
- o Assign certified fire investigators to handle fire investigations and make written reports available for the affected parties should they be needed for insurance purposes or criminal investigations.
- o Ensuring that VOLUNTEERS are reporting to the California All Incident Reporting System (CAIRS), or the reporting shall be completed by the DISTRICT for statistical purposes.
- o Provide additional staffing to district fire stations in support of this agreement as funding allows, and no later than year 6 of this agreement.
- o Provide personnel to structure fire responses to meet the National Fire Protection Administration (NFPA) 1720 standard for minimum staffing on structure fires.

- Provide an Annual Activity Report to the Fresno County Board of Supervisors, including at a minimum, call volume, call types, training hours provided, and status of VOLUNTEERS meeting required training.

Fire Prevention and Fire Code Enforcement Services

The DISTRICT shall provide the following fire prevention and fire code enforcement services, under the DISTRICT fee schedule, upon written request by the COUNTY:

- Plan review for fire code compliance
- Field inspections of plan review projects
- Fire Sprinkler and alarm system testing
- Fire Inspections for new businesses
- Hydrant flow testing
- Over the counter meetings with contractors and engineers

Volunteer Firefighter Training and Mandate Compliance

The DISTRICT shall provide the following services related to volunteer firefighter training and mandate compliance with State and Federal laws pertaining to firefighting. With the passage of SB 1207 in 2002 that was implemented on January 1, 2004, Volunteer firefighters must be trained to the same level as full-time career firefighters:

- Train Volunteer Firefighters in compliance with State and Federal Mandates including Cal-OSHA and Department of Labor.
- Assist Volunteer Firefighters in meeting National Wildfire Coordinating Group (NWCG) Standard 310-1 for wildland fire assignments.
- Ensure that VOLUNTEERS have valid insurance policies for Comprehensive, Liability and Worker Compensation Insurance. DISTRICT will coordinate or combined coverage for best value on cost.

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Volunteer Fire Apparatus Repair and Maintenance

The DISTRICT apparatus maintenance personnel shall:

- Maintain all fire apparatus per California Vehicle Code and NFPA 1915.
- Perform safety compliance inspections per California Vehicle Code and NFPA 1911.
- Perform fire engine pump testing per NFPA 1911.

Phase-in of Funding

	<u>Baseline</u>		<u>Funding</u>
FY 2017-18	1,555,979	16.67%	259,382
FY 2018-19	1,587,099	33.33%	528,980
FY 2019-20	1,618,841	50.00%	809,421
FY 2020-21	1,651,217	66.67%	1,100,867
FY 2021-22	1,684,242	83.33%	1,403,479
FY 2022-23	1,717,927	100.00%	1,717,927
FY 2023-24	1,752,285	100.00%	1,752,285
FY 2024-25	1,787,331	100.00%	1,787,331
FY 2025-26	1,823,077	100.00%	1,823,077
FY 2026-27	1,859,539	100.00%	1,859,539
FY 2027-28	1,896,730	100.00%	1,896,730
FY 2028-29	1,934,664	100.00%	1,934,664
FY 2029-30	1,973,358	100.00%	1,973,358
FY 2030-31	2,012,825	100.00%	2,012,825
FY 2031-32	2,053,081	100.00%	2,053,081
FY 2032-33	2,094,143	100.00%	2,094,143
FY 2033-34	2,136,026	100.00%	2,136,026
FY 2034-35	2,178,746	100.00%	2,178,746
FY 2035-36	2,222,321	100.00%	2,222,321
FY 2036-37	2,266,768	100.00%	2,266,768
Total			<u><u>33,810,950</u></u>
 10-Year Optional Extension			
FY 2037-38	2,312,103	100.00%	2,312,103
FY 2038-39	2,358,345	100.00%	2,358,345
FY 2039-40	2,405,512	100.00%	2,405,512
FY 2040-41	2,453,622	100.00%	2,453,622
FY 2041-42	2,502,695	100.00%	2,502,695
FY 2042-43	2,552,748	100.00%	2,552,748
FY 2043-44	2,603,803	100.00%	2,603,803
FY 2044-45	2,655,880	100.00%	2,655,880
FY 2045-46	2,708,997	100.00%	2,708,997
FY 2046-47	2,763,177	100.00%	2,763,177
Total			<u><u>25,316,882</u></u>

Formula Notes:

1. Beginning Baseline is agreed to by the parties as of the effective date of this agreement.
2. Baseline is escalated each year by the same percentage as determined by the County Assessor in compliance with Proposition 13.
3. Funding is phased in over six (6) years until the funding is at 100% of the escalated baseline.
4. Economic downturns causing budget cuts to County Public Safety Departments will cause the same percentage cut to this MOU. Likewise, this MOU will be restored at the same rate as the other County Public Safety Departments.

Exhibit B

Compensation

The District will be compensated for providing its services under this Agreement as provided in this Exhibit B.

- Fiscal year 2024/2025: \$4,000,000
- Fiscal year 2025/2026: \$3,000,000
- Fiscal year 2026/2027: \$2,000,000

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Exhibit C – Sample “Predicted/Final Outcome Report”

County of Fresno

Predicted Project Outcome Measure Report

Project Name: Supplemental Fire Service Agreement between the County of Fresno and the Fresno County Fire Protection District

1. Years Reported: Fiscal year 2024/2025
2. Enter the number of persons and or area assisted by this Agreement:
 - a. The impact of this Agreement will be felt county wide.
3. Project Accomplishments:

The Fresno County Fire Protection District (District) will use the annual allocation of funds to maintain its current emergency response level capabilities at all of our current facilities as described in the 2018 MOU and referenced in the Associated Supplemental Fire Service Agreement. There is currently no redundancy in the District network of facilities and associated response apparatus. Closure of any single facility has the potential to greatly impact response times, increase risk to the public, and increase dollar damage of property loss. By removing one apparatus, the reliability of remaining apparatus is also reduced, as the workload from the station that closed is shifted to surrounding facilities. The District will use the current allocation of \$4,000,000 in funds to pay for personnel salaries, overtime, and the associated operational expenditures (O&E) with those assignments to maintain all District facilities staffing levels and availability. The District will also collaborate in good faith to conduct a study to determine operational areas of efficiency, need, and opportunity, and to identify alternative sources of revenue for long term sustainability of services. It is anticipated that this funding will remove the current risk of both closing 2 or more District fire stations, as well as eliminating several key command positions for this current fiscal year.

Form Completed By: _____ Date: _____

Ryan Michaels, Division Chief of Operations
Fresno County Fire Protection District

Exhibit C – Sample “Predicted/Final Outcome Report”

County of Fresno

Final Project Outcome Measure Report

Project #: 19731

Project Name: Fresno County Fire Protection District

Station 93 Water Tender Refurbish

1. Years Reported: 2020 through 2021
2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: N/A
 - b. Now have **improved access** to this type of public facility or infrastructure improvement: N/A
 - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: 182,000
3. Total number of persons assisted: 182,000

4. Project Accomplishments:

The District (Fresno County Fire Protection District) purchased a new 2021 Kenworth T440 Cab/Chassis from Pape Kenworth. The new Kenworth cab/chassis and Water Tender 93 were delivered to Fire Apparatus Solutions located in Rialto CA. Fire Apparatus Solutions removed the water tank, fire body, pump modular, foam system and existing hard suction hoses and ladders from Water Tender 93 and secured them to the new cab/chassis. Fire Apparatus Solutions then installed all the electrical components, hoses, numbers, license plates, driving lights, emergency lights and all necessary components to make the apparatus safe and efficient to operate. The District has accepted the refurbished Water Tender 93 project as complete from Fire Apparatus Solutions.

2021 Kenworth T440 Cab/Chassis from Pape Kenworth:	\$133,164.04
<u>Refurbish work by Fire Apparatus Solutions:</u>	<u>\$121,634.51</u>
Total Project Cost:	\$254,798.55
CDBG funds expended:	\$240,000.00
Fresno County Fire Protection District funds expended:	\$14,798.55

Form Completed By: _____ Date: _____

Josh I. Chrisman, Administration Officer

Fresno County Fire Protection District

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the District or any third parties, District, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement, which the District may achieve through its current self-insurance retention authority, the Fire Agencies Insurance Risk Authority ("FAIRA").

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The District shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the District's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the District signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the District shall deliver, or cause its provider to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the District has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

Exhibit D

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the District's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII. Alternatively, the District may meet the insurance requirements of this Agreement through an established self-insurance retention authority authorized to operate in California, such as FAIRA.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the District shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the District shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the District shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the District or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the District has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the District shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The District waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The District is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the District's waiver of subrogation under this paragraph is effective whether or not the District obtains such an endorsement.
- (F) **County's Remedy for District's Failure to Maintain.** If the District fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost

Exhibit D

of that coverage to the District. The County may offset such charges against any amounts owed by the County to the District under this Agreement.

Exhibit E

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

a. The name of the agency/company with which the corporation has the transaction; and

b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

Exhibit E

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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)

(5) Authorized Signature

Signature:		Date:	
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