

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, MAY 26, 2022
START TIME: 5:30 P.M.
LOCATION: 15850 W. KEARNEY BLVD., KERMAN CA.**

AGENDA

The North Central Fire Protection District Board of Directors meetings are electronically broadcast. You can view the meeting on the District's website, www.northcentralfire.org, by selecting Administration, then Board Meetings from the drop-down menu and clicking the "[Live Stream](#)" link. Please note this is not an interactive forum.

Anyone wishing to address the Board on any agenda item, can do so by written communication or in person during a Board of Directors meeting. In order to allow time for all public comments, individuals are limited to five minutes total for each action item.

- 1. CALL TO ORDER**
 - A) Roll Call

- 2. INVOCATION AND FLAG SALUTE**

- 3. PUBLIC COMMENTS**

The public is invited to comment on items not listed on the agenda but within the Board's jurisdiction.

- 4. CONSENT AGENDA**
 - A) Consideration and Approval of Disbursements List for April 2022
 - B) Review and Acceptance of Monthly Financial Reports
 - 1) District Fund Cash Balances – All Funds
 - 2) Budget Variance Report: YTD Expenses Compared to Budget
 - 3) Revenue and Reimbursement Report
 - 4) PG&E Report
 - C) Resolution 22-05 - Designation of District Treasurer and Designees for Conducting Business with the County of Fresno for Fund 4390

- 5. APPROVAL OF MINUTES**
 - A) Minutes of the Regular Board Meeting of April 28, 2022

- 6. PUBLIC HEARING FOR WEED ABATEMENT AND LIST OF ABATEMENT NOTICES**
 - A) Action Item – Conduct Public Hearing
 - B) Review List of Notices

7. FIRE CHIEF REPORT

- A) Fire Incident/Fire Prevention Reports for April 2022
- B) Fire Station Remodel(s) Update
- C) Update on Apparatus Purchases
- D) Property Acquisition Update

8. AGREEMENT FOR AUTOMATIC AID FIRE SUPPRESSION AND EMERGENCY SERVICES WITH MADERA COUNTY FIRE DEPARTMENT

- A) Action item – Consider and authorize Board Chair to execute an Agreement with the Madera County Fire Department for Automatic Aid Fire Suppression and Emergency Services.

PUBLIC COMMENT: (Before Closed Session) For any member of the public that would like to make a comment on the Closed Session item(s)

9. CLOSED SESSION

- A. CONFERENCE WITH LABOR NEGOTIATORS – Government Code section 54957.6

Agency designated representatives: Chief Tim Henry and outside negotiator Che Johnson Liebert Cassidy Whitmore

Employee organization: North Central Professional Firefighters Association

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Section 54956.9: Number of cases: 2

10. BOARD MEMBER COMMENTS/REPORTS

11. ANNOUNCEMENTS

- A) Regular Board Meeting: Thursday, June 23, 2022, at 5:30 p.m.

12. ADJOURNMENT

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the District at 559-878-4550. Notification provided a minimum of 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically disabled.

NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
April 1, 2021 - April 30, 2021

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
	NCPFA	Union dues	4/4/2022	\$ 5,850.00
	Quickbooks	Payroll	04/14/22	143,682.03
7582	Employee Reimbursement	Training	04/14/22	250.00
7583	Employee Reimbursement	Travel	04/14/22	1,216.05
7584	Aramark	Linen service	04/14/22	130.28
7585	ARBA	Group Life Insurance	04/14/22	210.02
7586	AT&T	Phone & long distance service	04/14/22	48.52
7587	Baker Manock & Jensen	Legal services	04/14/22	2,916.88
7588	Barrios	Port-a-Potti Service Jan - March	04/14/22	300.00
7589	Employee Payroll Liabilities	Child support	04/14/22	435.00
7590	Employee Payroll Liabilities	Child support	04/14/22	100.50
7591	Cheryl Carlson	Financial Consultant	04/14/22	5,649.16
7592	City of Kerman	Utilities	04/14/22	646.00
7593	Comcast Business	Internet and phone services	04/14/22	1,603.21
7594	FDAC Empolyment Benefits	Health Ins	04/14/22	72,545.10
7595	Fresno County Fire Protection Dist	Training	04/14/22	928.00
7596	H&J Chevrolet	Vehicle maintence	04/14/22	577.60
7597	Employee Reimbursement	Training	04/14/22	250.00
7598	John Hancock - USA	457 Plan Contributions	04/14/22	4,742.98
7599	John Nipp	Station 54 Rent - April & May	04/14/22	6,800.00
7600	Employee Reimbursement	Training	04/14/22	200.00
7601	JS Auto Sales & Towing	Trianing	04/14/22	200.00
7602	Board Member Reimbursement	Board member health insurance	04/14/22	799.00
7603	Loperena Antenna Sites	Owens mountain antenna site lease	04/14/22	1,853.00
7604	Mac's Equipment	Parts for apparatus	04/14/22	356.25
7605	Board Member Reimbursement	Board member health insurance	04/14/22	901.00
7606	Board Member Reimbursement	Board member health insurance	04/14/22	168.16
7607	Mid Valley Disposal	Utilities	04/14/22	324.22
7608	Office Depot	Office supplies	04/14/22	305.87
7609	Orkin	Pest Control	04/14/22	70.00
7610	Pac West Direct	Weed Abatement	04/14/22	500.52
7611	PARS	Pension and 457 plans cost	04/14/22	3,031.82
7612	Peter Cacossa	Inspection Consultant	04/14/22	250.00
7613	PG&E	Utilities	04/14/22	1,466.66
7614	Ray Morgan	Copier maintenance	04/14/22	151.33
7615	Robert V Jensen	Fuel	04/14/22	4,872.17
7616	Rolinda Farm Supply	Station maint, Station Supplies	04/14/22	195.79
7617	Board Member Reimbursement	Board member health insurance	04/14/22	799.00
7618	Sebastion	Phone & long distance service	04/14/22	171.84
7619	Sierra Data Management	Storage for old files	04/14/22	24.48
7620	Sierra HR Partner	Consultant	04/14/22	203.75
7621	Slumberger Lumber	Training facility & Maintanence at stations	04/14/22	1,828.63
7622	Sparkletts	Water	04/14/22	743.27

NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
April 1, 2021 - April 30, 2021

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7623	Employee Reimbursement	Health Ins	04/14/22	1,350.00
7624	Ty Burgess Construction	Station 59	04/14/22	82,538.00
7625	U.S. Bank PARS	Pension plan contributions	04/14/22	49,618.53
7626	United Health Care Ins.	Prior Board Member health insurance	04/14/22	403.50
7627	Valley Farm Supply	Station supplies, Station Maint, Training	04/14/22	4,978.28
	Quickbooks	bank service fee	04/22/22	1.75
	Clyde Lansing	software consultant	04/25/22	2,000.00
7628	Amerifactors Financial Group LLC	Fire Training Facility construction Material	04/25/22	17,000.00
7629	Employee Reimbursement	uniform and boots	04/25/22	566.25
7630	Aramark	Linen service	04/25/22	345.20
7631	Asi Admin. Solutions	Dental/Vision	04/25/22	2,660.00
7632	Bauer Compressors	SCBA repairs	04/25/22	1,173.59
7633	Biola CSD	Utilities	04/25/22	230.29
7634	Employee Payroll Liabilities	Child support	04/25/22	435.00
7635	Employee Payroll Liabilities	Child support	04/25/22	100.50
7636	CCP Ind.	Station supplies	04/25/22	710.99
7637	Employee Reimbursement	to repair the 1940 dodge	04/25/22	197.58
7638	Cheryl Carlson	Financial Consultant	04/25/22	5,637.93
7639	Costco Membership	membership	04/25/22	177.40
7640	Co. of Fresno Auditor/Controller	April POB	04/25/22	30,305.24
7641	CSG Consultants	City limit plan reviews	04/25/22	1,178.75
7642	Fresno County Fire Protection Dist	Training	04/25/22	1,664.00
7643	Helio's TFS Inc.	Phone repair	04/25/22	280.00
7644	John Hancock USA	457 Plan contributions	04/25/22	4,697.04
7645	Employee Reimbursement	Training classes	04/25/22	369.00
7646	Employee Reimbursement	purchase of apparatus wax	04/25/22	62.37
7647	Employee Reimbursement	uniform and boots	04/25/22	566.25
7648	Employee Reimbursement	Flex medical savings	04/25/22	306.12
7649	Liebert Cassidy Whitmore	Union legal	04/25/22	1,254.00
7650	Office Depot	Office supplies & station supplies	04/25/22	1,360.01
7651	PG&E	Utilities	04/25/22	1,365.09
7652	Quinn Company	Repair on generator	04/25/22	350.00
7653	Real-Time	Computer maintenance	04/25/22	2,954.00
7654	Robert V Jensen	Bulk fuel	04/25/22	4,157.56
7655	Sierra Lock	Maintanence on station	04/25/22	74.22
7656	Standard Insurance Company	Life & LTD Insurance	04/25/22	2,117.00
7657	T & T Pavement Marking	Station maint.	04/25/22	773.00
7658	U.S. Bank PARS	Pension plan contributions	04/25/22	49,754.92
7659	US Bank Voyager Fleet Card	Voyager card fuel purchases	04/25/22	2,164.45
7660	Uline	Flammable storage cabinets	04/25/22	6,003.01
7661	Verizon	Toughbooks data plan	04/25/22	760.20
7662	Verizon Wireless	Cell phones - operations	04/25/22	281.46
7663	Verizon Wireless office	Cell phones - admin	04/25/22	521.57

NORTH CENTRAL FIRE PROTECTION DISTRICT
DISBURSEMENT JOURNAL
April 1, 2021 - April 30, 2021

CK#	VENDOR	DESCRIPTION	DATE	TOTAL AMOUNT
7664	U.B. Bank Cal card	Computer maint., Bank charges, Station maint.& supplies, Food, Membership, Training, office supplies, fuel,weed abate, Travel, Postage, Appratus maint. & Professional services	04/22/22	27,326.66
	Quickbooks	Payroll employees	04/28/22	137,659.65
	NCPFA	Union dues & bank service	04/29/22	5,901.75
Total				\$ 722,630.20

Board action: To approve disbursements from West America general account as presented for the total amount of \$ 722,630.20

**NORTH CENTRAL FIRE PROTECTION DISTRICT
DISTRICT FUND CASH BALANCES
APRIL 30, 2022**

CASH BALANCES	GENERAL	EQUIPMENT	BUILDING FUND	EMS	SICK LEAVE	RESERVE FUND	RISK CONTINGENCY FUND	TOTAL OF ALL FUNDS
FUND CLASS #	10000	20000	41400	41410	41420	41430	41440	
Beg Balance 04/01/2022	3,724,661.36	3,136,264.41	259,312.57	1,251,826.68	34,962.38	346,750.17	121,430.06	8,875,207.63
Ending Balance 04/30/2022	6,808,479.44	3,137,091.86	266,050.13	1,726,744.11	34,971.60	346,841.65	121,462.10	12,441,640.89

NORTH CENTRAL FIRE PROTECTION DISTRICT
SERVICES, SUPPLIES AND MAINTENANCE
BUDGET - TO - ACTUAL
JULY 2021 - JUNE 2022

Services, Supplies and Maintenance	Fiscal Year 2021 - 2022 Budget	Activity thru 3/31/22	Apr-22	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
City of Fresno Metro Service Agreement	1,066,468	622,106.33	266,616.99	888,723.32	83.3%	177,744.68	16.7%
County of Fresno - Dispatch Services	210,200	133,884.00	0.00	133,884.00	63.7%	76,316.00	36.3%
Pension Obligation Bonds	363,663	242,441.92	30,305.24	272,747.16	75.0%	90,915.84	25.0%
FCERA Payment Financing	417,751	416,707.27	0.00	416,707.27	99.8%	1,043.73	0.2%
Apparatus Financing Payment	49,161	49,160.54	0.00	49,160.54	100.0%	0.46	0.0%
Property, Auto & Liability Insurance	115,000	111,340.00	0.00	111,340.00	96.8%	3,660.00	3.2%
Turnouts	100,000	45,893.84	1,132.50	47,026.34	47.0%	52,973.66	53.0%
Communications	90,000	87,653.00	5,239.80	92,892.80	103.2%	(2,892.80)	-3.2%
Apparatus Maintenance	150,000	127,038.00	2,954.08	129,992.08	86.7%	20,007.92	13.3%
Station Equipment Maintenance	40,000	5,818.36	151.33	5,969.69	14.9%	34,030.31	85.1%
Computers & Office Equipment	60,000	58,477.80	9,328.72	67,806.52	113.0%	(7,806.52)	-13.0%
Facility Maintenance	100,000	81,752.80	33,142.92	114,895.72	114.9%	(14,895.72)	-14.9%
Station Supplies	40,000	36,179.74	3,635.76	39,815.50	99.5%	184.50	0.5%
Fuel	90,000	68,328.67	11,295.52	79,624.19	88.5%	10,375.81	11.5%
Utilities	65,000	50,491.83	4,032.26	54,524.09	83.9%	10,475.91	16.1%
Professional Services	130,000	147,311.93	21,758.55	169,070.48	130.1%	(39,070.48)	-30.1%
Membership Dues & Subscriptions	20,000	9,546.18	237.40	9,783.58	48.9%	10,216.42	51.1%
Travel Expenses	30,000	9,463.82	3,194.66	12,658.48	42.2%	17,341.52	57.8%
Training	127,000	71,754.61	22,095.88	93,850.49	73.9%	33,149.51	26.1%
Office Supplies	20,000	17,195.72	982.10	18,177.82	90.9%	1,822.18	9.1%
Food	5,000	3,148.05	1,080.53	4,228.58	84.6%	771.42	15.4%
Fire Prevention	25,000	11,975.08	1,428.75	13,403.83	53.6%	11,596.17	46.4%
Apparatus Tools, Equipment & Hose	75,000	27,997.21	1,066.40	29,063.61	38.8%	45,936.39	61.2%
SCBA Masks & Maintenance	20,000	19,591.98	1,173.59	20,765.57	103.8%	(765.57)	-3.8%
Totals	3,409,243	2,455,258.68	420,852.98	2,876,111.66	84.4%	533,131.34	15.6%

10th month of fiscal year - average = 83.33%

**NORTH CENTRAL FIRE PROTECTION DISTRICT
WAGES, BENEFITS, POB AND FUND EXPENDITURES
BUDGET - TO - ACTUAL
JULY 2021 - JUNE 2022**

Wages, Benefits and POB	Fiscal Year 2021 - 2022 Budget	Activity thru 3/31/22	Apr-22	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Current Board Wages and Benefits	61,075	40,017.60	3,610.54	43,628.14	71.4%	17,446.86	28.6%
Prior Board Member Benefits	5,419	3,943.50	411.50	4,355.00	80.4%	1,064.00	19.6%
Surviving Spouse Benefits	11,295	8,411.72	927.38	9,339.10	82.7%	1,955.90	17.3%
Employee Wages and Benefits	6,155,974	4,501,003.18	496,618.02	4,997,621.20	81.2%	1,158,352.80	18.8%
Total Wages, Benefits and POB	6,233,763	4,553,376.00	501,567.44	5,054,943.44	81.1%	1,178,819.56	18.9%
Fund Expenditures per Budget							
Weed Abatement	25,000	862.66	621.16	1,483.82	5.9%	23,516.18	94.1%
Dispatch Radio Upgrade	20,000	18,813.50	0.00	18,813.50	94.1%	1,186.50	5.9%
Tranquillity Tower Equipment Transfer	25,000	0.00	0.00	0.00	0.0%	25,000.00	100.0%
Maintenance Worker Vehicle	65,000	0.00	0.00	0.00	0.0%	65,000.00	100.0%
Squad Rig - Station 59	30,310	0.00	0.00	0.00	0.0%	30,310.00	100.0%
Renovation of Station 59 App Bay	650,000	196,910.89	82,538.00	279,448.89	43.0%	370,551.11	57.0%
Type III Fire Engine	500,000	0.00	0.00	0.00	0.0%	500,000.00	100.0%
Capital Improvement Projects	100,000	73,381.28	0.00	73,381.28	73.4%	26,618.72	26.6%
Extractors for Stations 56 & 58	30,000	26,094.38	0.00	26,094.38	87.0%	3,905.62	13.0%
Miscellaneous Expenditures - Capital	10,000	7,115.96	0.00	7,115.96	71.2%	2,884.04	28.8%
Storage Containers - Stations 55 & 58	27,000	25,333.00	0.00	25,333.00	93.8%	1,667.00	6.2%
Miscellaneous Expenditures - Building	10,000	5,207.62	0.00	5,207.62	52.1%	4,792.38	47.9%
Total Fund Expenditures	1,492,310	353,719.29	83,159.16	436,878.45	29.3%	1,055,431.55	70.7%

NORTH CENTRAL FIRE PROTECTION DISTRICT
REVENUE AND REIMBURSEMENTS
BUDGET - TO - ACTUAL
JULY 2021 - JUNE 2022

Revenue	Fiscal Year 2021 - 2022 Budget	Activity thru 3/31/22	Apr-22	YTD Total	% of Budget Received	Budget Remaining	%
Property Taxes	10,467,016	5,635,250.10	4,423,929.79	10,059,179.89	96%	407,836.11	4%
Interest (County Investment Pool)	80,000	43,239.16	22,937.71	66,176.87	83%	13,823.13	17%
Fees, Permits and Plan Checks	35,000	90,583.53	8,055.25	98,638.78	282%	(63,638.78)	-182%
Ambulance Station Lease	17,388	10,143.00	3,611.25	13,754.25	79%	3,633.75	21%
Tower Rental	30,804	22,932.00	2,624.00	25,556.00	83%	5,248.00	17%
Weed Abatement Assessment	25,000	7,407.94	0.00	7,407.94	30%	17,592.06	70%
Fresno City College ISA Training	28,000	32,525.85	21,742.20	54,268.05	194%	(26,268.05)	-94%
Reimbursement for Priority One Calls	12,000	10,303.15	0.00	10,303.15	86%	1,696.85	14%
Miscellaneous Income	4,500	80,275.37	147.00	80,422.37	1787%	(75,922.37)	-1687%
Revenue Totals	10,699,708	5,932,660.10	4,483,047.20	10,415,707.30	97%	284,000.70	3%
Reimbursable Items		Activity thru 3/31/22	Apr-22	YTD Totals			
Ambulance Station Lease Utility Reimb.		5,374.84	0.00	5,374.84			
Strike Team Reimbursement	452,757.22	349,976.02	63,935.94	413,911.96			
SAFER Grant	837,610.00	403,877.00	0.00	403,877.00			
Reimbursement Totals		759,227.86	63,935.94	823,163.80			

**PG&E Comparison
2021 to 2022**

LOCATION	Apr-21	Apr-22	Difference
15850 W. Kearney:			
Acc# 7835118536 (Elect) - Kwh	\$ 24.64	\$ 24.64	\$ -
Acc# 7835118040 (Gas) - Therms	\$ 227.47	\$ 160.70	\$ (66.77)
MONTHLY TOTALS	\$ 252.11	\$ 185.34	\$ (66.77)
806 S. Garfield:			
Acc# 7835118697 (Elect) - Kwh	\$ 9.86	\$ 9.86	\$ -
Acc# 7835118050 (Gas) - Therms	\$ 77.66	\$ 85.74	\$ 8.08
MONTHLY TOTALS	\$ 87.52	\$ 95.60	\$ 8.08
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	\$ 9.86	\$ 9.86	\$ -
Acc# 2283032030 (Gas) - Therms	\$ 47.57	\$ 68.57	\$ 21.00
MONTHLY TOTALS	\$ 57.43	\$ 78.43	\$ 21.00
7285 W. Shields:			
Acc# 4052914195 (Elect) - Kwh	\$ 1,101.60	\$ 1,365.09	\$ 263.49
Acc# 7836118697 (Shop) - Kwh	\$ 150.37	\$ 193.50	\$ 43.13
Acc# 7835118020 (yrd lite) - Kwh	\$ 11.80	\$ 9.69	\$ (2.11)
Acc# 7835118821 (Gas) - Therms	\$ 131.41	\$ 147.54	\$ 16.13
MONTHLY TOTALS	\$ 1,395.18	\$ 1,715.82	\$ 320.64
1709 W. Bullard:			
Acc# 2283032570 (Elect) - Kwh	\$ 45.12	\$ 39.33	\$ (5.79)
Acc# 2283032877 (Gas) - Therms	\$ 8.11	\$ 8.11	\$ -
Acc# 7835118401 (Elect) - Kwh	\$ 91.16	\$ 9.86	\$ (81.30)
MONTHLY TOTALS	\$ 144.39	\$ 57.30	\$ (87.09)
3031 W. Nielsen:			
Acc# 228813832 (Elect) - Kwh	\$ -	\$ 36.37	\$ 36.37
Acc# 2280727636 (Gas) - Therms	\$ -	\$ 8.75	\$ 8.75
MONTHLY TOTALS	\$ -	\$ 45.12	\$ 45.12
TOTALS BY MONTH	\$ 1,936.63	\$ 2,177.61	\$ 240.98

**PG&E Comparison
2021 to 2022**

LOCATION	Apr-21	Apr-22	Difference
15850 W. Kearney:			
Acc# 7835118536 (Elect) - Kwh	95	2,794	2,699
Acc# 7835118040 (Gas) - Therms	170	86	(84)
806 S. Garfield:			
Acc# 7835118697 (Elect) - Kwh	85	400	315
Acc# 7835118050 (Gas) - Therms	52	50	(2)
4555 N. Biola:			
Acc# 2283032025 (Elect) - Kwh	1,173	1,332	159
Acc# 2283032030 (Gas) - Therms	26	34	8
7285 W. Shields:			
Acc# 4052914195 (Elect) - Kwh	4,500	4,597	97
Acc# 7836118697 (Shop) - Kwh	580	627	47
Acc# 7835118020 (yrd lite) - Kwh	9	9	0
Total Kwh current month	5,089	5,233	144
Acc# 7835118821 (Gas) - Therms	104	88	(16)
1709 W. Bullard:			
Acc# 2283032570 (Elect) - Kwh	106	100	(6)
Acc# 2283032877 (Gas) - Therms	0	0	0
Acc# 7835118401 (Elect) - Kwh		0	
3031 W. Nielsen:			
Acc# 228813832 (Elect) - Kwh		91	
Acc# 2280727636 (Gas) - Therms		0	



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 275-5531 • FAX (559) 846-3788

www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: May 26, 2022

SUBJECT: Resolution 22-05 Designation of District Treasurer and Designees for Conducting Business with The County of Fresno for Fund 4390

At the April 28, 2022 meeting, the board designated the position of Business Manager to act as Treasurer for the district in conjunction with California Health & Safety Code section 13854.

California Health & Safety Code section 13854 states, in part, that "The district board may adopt a resolution appointing a district treasurer other than the county treasurer and defining the duties and compensation of the office. The district treasurer, or any other person authorized by the district board, shall draw checks or warrants to pay any demands which have been audited and approved in the manner prescribed by the district board."

Staff has also prepared an updated Special District Organization and Data Sheet that is maintained on file by the Fresno County Auditor-Controller/Treasurer-Tax Collector's office. This form outlines district contact information, board members, custodial contact information for records and checks, and staff authorized to conduct district business for funds maintained by the County in Fund 4390.

The Authorized Signatures section of the form requests authorized signatures be outlined by statute or resolution of the governing board. This resolution was prepared in order to formally notify the Auditor-Controller/Treasurer that the district has designated a District Treasurer per Health and Safety Code section 13854, and to also designate authorized check signers for Fund 4390 for filing with the Auditor's Office.

Recommended Action: Consider and Adopt Resolution No. 22-05

RESOLUTION No. 22-05

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH CENTRAL FIRE PROTECTION DISTRICT NAMING THE BUSINESS MANAGER AS DISTRICT TREASURER AND NAMING DESIGNEES FOR THE PURPOSES OF CONDUCTING BUSINESS FOR FUND 4390 ON DEPOSIT WITH THE COUNTY OF FRESNO

WHEREAS, the North Central Fire Protection District (District) is a California special district located in the County of Fresno, and subject to the provisions of California Health and Safety Code section 13854; and

WHEREAS, California Health and Safety Code section 13854 states:

(a) Except as provided in subdivision (b), the county treasurer of the principal county shall act as the district treasurer and shall receive no compensation for the receipt and disbursement of money of the district.

(b) The district board may adopt a resolution appointing a district treasurer other than the county treasurer and defining the duties and compensation of the office. The district treasurer, or any other person authorized by the district board, shall draw checks or warrants to pay any demands which have been audited and approved in the manner prescribed by the district board.

(c) If the district board adopts the resolution provided by subdivision (b), the district treasurer and any other person designated by the district board shall give bonds to the district conditioned for the faithful performance of their duties. The amount of each bond shall be at least one hundred thousand dollars (\$100,000) or 10 percent of the total amount of the district's final budget for the preceding fiscal year, whichever is greater. The district board shall pay the premiums on the bonds; and

WHEREAS, the District Board of Directors adopted District Bylaws on March 24, 2022 outlining the duties and responsibilities of the District Treasurer in Section 5., as follows:

TREASURER - The District Treasurer shall draw checks or warrants to pay any demands which have been audited and approved in the manner prescribed by the District Board.

and,

WHEREAS, the District Board of Directors designated the Business Manager of the District as Treasurer at the April 28, 2022 board meeting; and,

WHEREAS, the District maintains cash funds on deposit in Fund No. 4390 with the County of Fresno; and,

WHEREAS, it is the intent of the District to name the following as the authorized signees for said fund for purposes of conducting business with the County of Fresno:

All District checks shall be signed by either:

- A. The Fire Chief and one (1) District Board Member, or
- B. Any two (2) District Board Members

NOW THEREFORE BE IT RESOLVED that the conditions set forth in this resolution, as stated below, take effect upon adoption by the North Central Fire Protection District Board of Directors.

This Resolution supersedes and replaces all prior District resolutions designating a District Treasurer and/or designees for purposes of conducting business with the County of Fresno for Fund 4390 as of the date of adoption of this resolution.

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on this 26th day of May 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ken Abrahamian, Board Chairperson

ATTEST:

Amanda Souza, Board Secretary

CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF KERMAN)

I, Amanda Souza, Board Secretary of the North Central Fire Protection District, do hereby certify the foregoing Resolution of the Board of Directors of the North Central Fire Protection District was duly passed and adopted at a regular meeting of the Board of Directors on May 26, 2022.

DATED: May 26, 2022

Amanda Souza, Board Secretary

**COUNTY OF FRESNO
AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR
SPECIAL ACCOUNTING DIVISION
SPECIAL DISTRICT/ORGANIZATION DATA SHEET**

Special District/ Organization: North Central Fire Protection District
15850 W Kearney Blvd, Kerman, CA 93630

FUND: 4390
SUBCLASS: 10000
DATE: 5/26/2022

ADDRESS: Mailing: 15850 W Kearney Blvd Physical: 15850 W Kearney Blvd
Kerman, CA 93630 Kerman, CA 93630

CUSTODIAN: Of Records: Cheryl Carlson
Name
cheryl.carlson@northcentralfire.org
Email address
559-878-4534
Phone Number
15850 W Kearney Blvd
Address
Kerman, CA 93630

Of Checks: Cheryl Carlson
Name
cheryl.carlson@northcentralfire.org
Email address
559-878-4534
Phone Number
15850 W Kearney Blvd
Address
Kerman, CA 93630

<u>BOARD MEMBER NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Ken Abrahamian	Board Member	
Michael Golden	Board Member	
Michael Foglio	Board Member	
Rusty Nonini	Board Member	
Amanda Souza	Board Member	

When are regular meetings of the governing board held: 4th Thursday each mo @5:30 p.m.
3rd Thursday in November and December @ 5:30 p.m.

AUTHORIZED SIGNATURES

The following individuals are authorized to sign checks on the Fresno County Treasury by statute or resolution of the governing board:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Timothy Henry	Fire Chief	

All Board Members Listed Above

How many signatures are required on checks? The Fire Chief and one (1) Board Member OR
any two Board Members

The employees listed below are authorized to pick up:

<u>VALIDATED CHECKS</u>	<u>BLANK CHECK STOCK</u>
<u>Kelly DeKneef</u>	<u>Timothy Henry</u>
<u>Cheryl Carlson</u>	<u>Cheryl Carlson</u>
<u>Nikki Carbajal</u>	

**NORTH CENTRAL FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING
THURSDAY, APRIL 28, 2022, 5:30 P.M.**

MINUTES

1. CALL TO ORDER

District Board Chair Mr. Ken Abrahamian called the meeting to order at 5:35 p.m.

Roll Call

Board Members Present: Mr. Michael Golden, Mr. Rusty Nonini, Mr. Ken Abrahamian, Ms. Amanda Souza

Board Members Absent: Mr. Michael Foglio

Also present were Fire Chief Tim Henry, Deputy Fire Chief Jacob McAbee and District Counsel Ken Price

2. INVOCATION AND FLAG SALUTE

The invocation was led by Paul Betancourt and the flag salute was led by Chief Henry.

3. PUBLIC COMMENTS

- Daniel Babshoff, 15837 W Monterey Lane, Kerman addressed the board and expressed gratitude to the firefighters, fire department and Chief Henry for efforts within the Kerman community.
- John Jansons, Kerman City Manager, updated the board on city council projects and expressed appreciation for the relationship between the city and district.
- John Krikorian, 4159 W Alluvial, Fresno, requested additional information on the service provider change. Chief Henry indicated he would be happy to meet with residents to provide additional information prior to the July 1st transition date.

4. CONSENT AGENDA

- A) Consideration and Approval of Disbursements List for March 2022
- B) Review and Acceptance of Monthly Financial Reports
 - 1) District Fund Cash Balances – All Funds
 - 2) Budget Variance Report: YTD Expenses Compared to Budget
 - 3) Revenue and Reimbursement Report
 - 4) PG&E Report

Mr. Abrahamian asked the District Board and members of the public if there were any items on the Consent Agenda they would like to pull from the agenda for

discussion or questions. Hearing none, Mr. Abrahamian called for a motion to approve the Consent Agenda.

MOTION: To approve the consent agenda as presented.

Moved by: Mr. Golden, second by Mr. Nonini

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Absent	Aye	Aye	4/0

5. APPROVAL OF MINUTES

A) Minutes of the Regular Board Meeting of March 24, 2022

MOTION: To approve the minutes of the Regular Board Meeting of March 24, 2022 as presented.

Moved by: Mr. Nonini, second by Ms. Souza

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Absent	Aye	Aye	4/0

6. FIRE CHIEF REPORT

- A) Fire Incident/Fire Prevention Reports for March 2022 – Chief Henry presented the summary of calls for the month of March and noted an increase in fire related calls as the district enters the fire season.
- B) Fig Garden Fire Protection District Update – Chairman Abrahamian, with consensus of the board, will be preparing a written response to the chair of the Fig Garden Fire Protection District thanking the district for their reply and expressing North Central’s willingness to continue discussions on ways to serve the entire community with an automatic aid agreement.
- C) NCFPD Website Updates – Chief Henry noted the migration of the district website to the Streamline platform which is set-up to help maintain compliance with special district federal and state regulations.

7. WEED ABATEMENT CONTRACTOR AGREEMENT(S)

Information Only item – staff updated the board on the process of obtaining a contractor for weed abatement services. Staff to update the board at the May meeting.

8. DISTRICT BYLAWS - DESIGNATION OF DISTRICT TREASURER

District Counsel outlined the current code provisions in the Health and Safety code regarding the designation of a district treasurer. After discussion, the Board appointed the position of Business Manager as the district treasurer. Member Golden noted that the treasurer designation does require bonding and that the bonding goes with the individual.

MOTION: Designate a District Treasurer as provided for in the District Bylaws adopted on March 24, 2022 and pursuant to California Health and Safety section 13854(a) or section 13854(b) and designate the Business Manager to serve as Treasurer.

Moved by: Mr. Nonini, second by Ms. Souza

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Absent	Aye	Aye	4/0

PUBLIC COMMENT:

Eric Fonseca, representing the North Central Professional Firefighters Association, Local 5260, expressed membership concerns and concerns as a resident of the district. There were no other public comments, and the Board adjourned into closed session at 6:15 p.m.

9. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS – Government Code section 54957.6

Agency designated representatives: Chief Tim Henry and outside negotiator Che Johnson Liebert Cassidy Whitmore

Employee organization: North Central Professional Firefighters Association

Back in open session 7.27 p.m. No action to report from Closed Session.

Chairman Abrahamian let the speakers know that the board hears their comments and thanks them for that. He also indicated that the Board authorized him to read the following:

“In past Board meetings, concerns were publicly expressed about the District’s grievance procedure and Chief Henry.

It has been the Board of Director’s practice and desire not to manage the day-to-day operations of the Fire Department. We operate this way because fire protection district boards, like other public boards, are policy making bodies. We hire the chief. We do not, cannot, and should not supervise the day-to-day activities of the District. On behalf of the Board of Directors, I am re-affirming our position.

At this time, I want to make it clear that this Board has full confidence in Chief Henry and his abilities to manage, build and lead this department.

We’ve come a long way since the City of Fresno ended our multi-year agreement less than 4 years ago. We went from zero district employees to 48 in a very short period of time and now we stand ready to open two more stations in the coming months.

Chief Henry, his staff, and our District firefighters deserve all the credit in getting us to where we are today.

We realize that every organization has room for improvement. The Chief welcomes input from our employees. When employment policies go before the Board, we will consider them with input from the public, but there is a process we must follow.

With regards to the grievance procedures, let me be clear. This Board will not hear grievances brought by employees. We stand by the established policy where the Fire Chief's decision regarding employment matters is final and non-appealable. The Board will not have direct involvement in that process.

Thank you."

- 10. BOARD MEMBER COMMENTS/REPORTS** – Board member Golden commented on how well the ceremony went and thanked staff for putting it together. Board member Nonini complimented the training captain and his team for their work and how well the new training facility looked.

11. ANNOUNCEMENTS

A) Regular Board Meeting: Thursday, May 26, 2022, at 5:30 p.m.

12. ADJOURNMENT

The meeting was adjourned at 7:32 p.m.
Moved by Mr. Nonini; second by Mr. Golden

Mr. Abrahamian:	Mr. Golden:	Mr. Foglio:	Mr. Nonini:	Ms. Souza:	Vote
Aye	Aye	Not Present	Aye	Aye	4/0

Amanda Souza, Board Secretary
North Central Fire Protection District

Date



NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 275-5531 • FAX (559) 846-3788

www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: May 26, 2022

SUBJECT: Weed Abatement Public Hearing and Notices

District engine companies began inspecting properties and areas in the District on May 1st for compliance with District weed abatement standards. Of the lots inspected during this period, 75 properties failed inspection and received a “Notice to Destroy Weeds” with the public hearing date set for May 26th. These notices were mailed to property owners May 9th through May 13th.

After the public hearing tonight, engine companies will begin to re-inspect the lots receiving notices. Lots not abated will be assigned to the District’s abatement contractor to abate, and the charges will be added to the tax roll with a resolution adopted by the Board in July.

Attached is a list of the properties receiving the “Notice to Destroy Weeds” for review by the Board.

As the inspection process continues and additional lots identified, those property owners will receive a 10-day notice with the public hearing date set for the Board’s June 23rd meeting date.

Recommended Action: Conduct Public Hearing and review list.

Properties Receiving 10-Day Weed Abatement Notifications

10-DAY NOTICE MAILED	BOARD HEARING DATE	APN	OWNER INFORMATION	LOCATION
5/9/2022	5/26/2022	016-263-07	Violet Cervantes Trustees	12547 W. E Street
5/9/2022	5/26/2022	016-263-08	Violet Cervantes Trustees	12551 W "E" Street, Biola
5/9/2022	5/26/2022	016-265-01	Mabel Mascarenas	4768 N Third Street, Biola
5/9/2022	5/26/2022	020-340-23s	Lara Fernando, Lara Leopold Revocable Living Trust	281 S. Siskiyou Avenue
5/9/2022	5/26/2022	023-030-11s	Brar Gurmail	170 S. Madera Avenue
5/9/2022	5/26/2022	312-030-61	Roseanne Leng, Maureen Leng	6851 W McKinley
5/9/2022	5/26/2022	312-030-89	Yamanaka Kazue Kina Trustees	SE corner of Bryan and McKinley
5/9/2022	5/26/2022	312-052-09S	Sran Jasbir and Shinderpal K Trustees	2698 N Bryan
5/9/2022	5/26/2022	312-061-03	BAYTNA LLC	5673 W Shields
5/9/2022	5/26/2022	312-061-06	Parmit and Ravinder Singh	5537 W Shields
5/9/2022	5/26/2022	312-150-37S	Smith, Rodney G Trustees	6464 W McKinley
5/9/2022	5/26/2022	312-240-06	Salazar, John and Debra Jean	2864 N Garfield
5/9/2022	5/26/2022	312-410-07	Ronald Laub	6253 W Olive
5/9/2022	5/26/2022	312-440-10	Rosemary Landin Trustees	5732 W Olive
5/9/2022	5/26/2022	406-091-18	104 Investments	6138 N Van Ness Blvd
5/9/2022	5/26/2022	415-090-29	Mark Thomas Wilson Construction Inc	5711 N Van Ness Blvd.
5/9/2022	5/26/2022	415-133-09	Homan, Larry Trustees	Lot 12 E F Parrish New Figarden #2
5/9/2022	5/26/2022	426-122-12	Boni Gene Trustees	4464 N Arthur Ave
5/9/2022	5/26/2022	434-041-29	BDHOV LP	229 W. Hampton Ave
5/9/2022	5/26/2022	434-042-14	Shumway, Jeanine and Campbell, Cynthia	108 W Hampton
5/9/2022	5/26/2022	434-042-22	Ogan, James Trustees	238 W. Hampton Ave
5/9/2022	5/26/2022	434-101-09	Baker, Joe and Dolores	103 E Bellaire Way
5/9/2022	5/26/2022	434-103-09	Jill Jones Trustees	95 E Griffith Way
5/9/2022	5/26/2022	434-104-16	Briseno Dana Trustees	112 E Sussex
5/9/2022	5/26/2022	434-162-12	Harmon Erik Trustees, Harmon Betina Trustees	3958 N Safford Ave
5/9/2022	5/26/2022	511-021-06S	Grantor Fresno Clovis Investments LLC	5820 W Shields
5/9/2022	5/26/2022	511-021-07S	Grantor Fresno Clovis Investments LLC	5812 W Shields
5/9/2022	5/26/2022	511-021-08	Grantor Fresno Clovis Investments LLC	5682 W. Shields Ave
5/9/2022	5/26/2022	511-022-04	Asatrian Arman	5346 W Shields
5/11/2022	5/26/2022	016-210-11	Gomez Gigi Jewel	BTWN 1561 & 1562 N Bishop
5/11/2022	5/26/2022	020-290-41S	Spencer Woodrow E and Shirley A	19761 W North
5/11/2022	5/26/2022	023-060-62 (New APN 023-061-42S)	Big Sky Holdings LLC	1403 S Industrial Way
5/11/2022	5/26/2022	023-213-07s	Sylvia Valdivia	893 S 8th St
5/11/2022	5/26/2022	023-216-07B	Raul Jimenez	14810 W. California
5/11/2022	5/26/2022	023-453-13s	Sahota Raghbinders	400 S. Del Norte Avenue
5/11/2022	5/26/2022	023-513-04s	Jacob Hari Trustees	15730 W. Kearney Blvd.
5/11/2022	5/26/2022	312-052-44	Sayavong Lynn Trustees	6191 W Shields
5/11/2022	5/26/2022	312-101-26	Jose and Marisol Sanchez	1777 N Cornelia
5/11/2022	5/26/2022	312-112-54	Pamela Ward	4061/4057 W McKinley
5/11/2022	5/26/2022	312-121-20	Rithaporn Ruthachai and Yooppadee Trustees	1135 N Brawley
5/11/2022	5/26/2022	312-121-32	Ly Kayasit	Lot between 4196 & 4140 W Belmont
5/11/2022	5/26/2022	312-210-29	Flores Marco	1495 N Blythe
5/11/2022	5/26/2022	312-390-13	Sandhu Transport Inc	5064 W Belmont
5/11/2022	5/26/2022	326-110-36	Lee Sang Soo	701 N Brawley
5/11/2022	5/26/2022	425-283-01	Robert Goodman	4685 N Thorne
5/11/2022	5/26/2022	442-320-23	Chavez Manuel Juan Reyes, Jimenez Audili Morales	2077 N Valentine
5/11/2022	5/26/2022	449-060-22	Crouch, Buford L and Janice R Life Estate	1474 N Valentine
5/11/2022	5/26/2022	449-080-52	Tretyakova Yelena and Sergey	3412 W. Dudley Ave
5/13/2022	5/26/2022	023-130-34	Tolmachoff William John Trustees	14510 W Kearney Blvd
5/13/2022	5/26/2022	025-280-17S	Raymond and Frances McDonald	10649 W California
5/13/2022	5/26/2022	025-280-20S	Sallie and HJ Marlin	10625 W California

Properties Receiving 10-Day Weed Abatement Notifications

10-DAY NOTICE MAILED	BOARD HEARING DATE	APN	OWNER INFORMATION	LOCATION
5/13/2022	5/26/2022	312-121-47	Susana and Juan Olmos	E of 1166 & 1202 N Cornelia, 2 lots N of 1100 Cornelia
5/13/2022	5/26/2022	312-190-22	Deol Major Singh Trustees	Large lot SE corner of Olive & Blythe
5/13/2022	5/26/2022	312-190-23	Deol Major Singh Trustees	Smaller lot SE corner of Olive & Blythe
5/13/2022	5/26/2022	326-230-13	James C Watson and Sharon Sun	3219/3235 W Kearney
5/13/2022	5/26/2022	326-230-32	Central Hotel Trust	lot just north of 672 S Valentine
5/13/2022	5/26/2022	326-230-33	Vera L Matthews	672 S Valentine
5/13/2022	5/26/2022	327-120-65	Emily Coffey Trustees	1510 S Brawley
5/13/2022	5/26/2022	442-021-05	Gagandeep Singh	2345 N Valentine
5/13/2022	5/26/2022	442-021-07	S & R Properties	20 acres east of 3708 W McKinley
5/13/2022	5/26/2022	442-021-34	Scott Speakes	2032 N Brawley
5/13/2022	5/26/2022	449-030-04	Henry and Joan Robledo Trustees	3681 W McKinley
5/13/2022	5/26/2022	449-030-63	Gurpreet Bains	3455 W McKinley
5/13/2022	5/26/2022	449-090-37	John L Halvas Living Trust	3233/3235 W Olive Ave
5/13/2022	5/26/2022	449-090-38	John L Halvas Living Trust	3235 W Dudley
5/13/2022	5/26/2022	449-100-19	Gregory and Tracy Berberian	3447 W. Dudley
5/13/2022	5/26/2022	511-031-41S	Creekbridge-Fresno 1 LLC	3276 N Blythe
5/13/2022	5/26/2022	511-050-17S	Jorge A Mares Velasquez	5763 W Hampton Way
5/13/2022	5/26/2022	511-220-23S	Pinnsix General Partners	3230 N Milburn, Fresno
5/13/2022	5/26/2022	511-220-31S	Randhawa Hardial and Rupinderjit	S/O 3300 N Cornelia
5/13/2022	5/26/2022	511-220-32S	SIAR LLC	130' S/O 3300 N Cornelia
5/13/2022	5/26/2022	511-220-34S	Randhawa Hardial and Rupinderjit	3308 N Cornelia (11.35 acres)
5/13/2022	5/26/2022	511-250-08	Oganyan Gagik and Gayane Abrahamyan	4348 W Dakota
5/13/2022	5/26/2022	512-050-01	Jasvinder Singh	6459 W Ashlan
5/13/2022	5/26/2022	512-050-53	Long Yu	6613 W Ashlan

April 2022

Total Calls
366

Fire/Other
38%

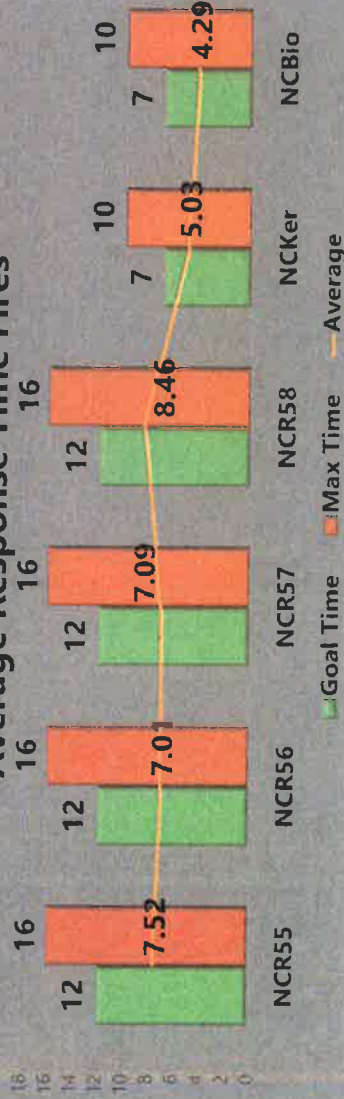
35 Fire Call Types

105 Other Types

EMS/Rescue
62%

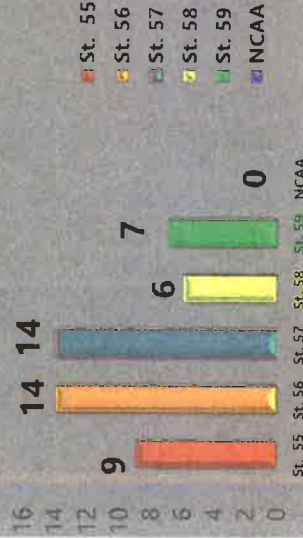
226 EMS/Rescue Call Types

Average Response Time Fires

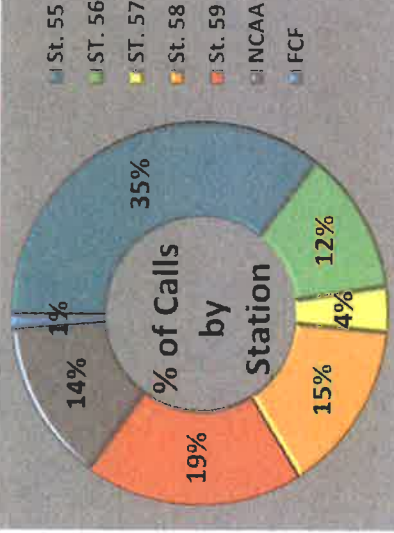


TOTAL FIRE LOSS
\$808,350.00

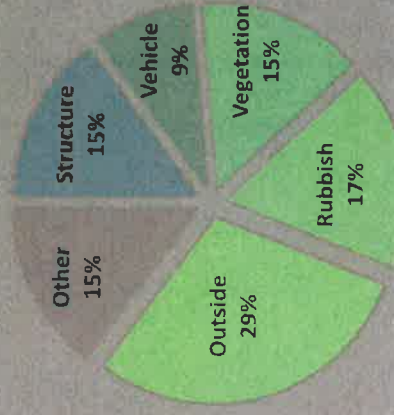
Overlapping call % by Station (Q2)



% of Calls by Station



FIRES BY TYPE





NORTH CENTRAL FIRE PROTECTION DISTRICT

Board of Directors: Ken Abrahamian • Michael Golden

Michael Foglio • Rusty Nonini • Amanda Souza

Fire Chief: Timothy V. Henry, CFO, EFO

Fire Headquarters

15850 W. Kearney Boulevard

Kerman, California 93630-9335

(559) 275-5531 • FAX (559) 846-3788

www.northcentralfire.org

MEMORANDUM

TO: North Central Board of Directors

FROM: Timothy Henry, Fire Chief

DATE: May 26, 2022

SUBJECT: Automatic Aid Agreement with Madera County Fire Department

Staff have been in discussions with the Madera County Fire Department (MCFD) to develop an automatic aid response agreement between the two agencies. The proposal includes the following:

1. The service area of the agreement has been established within the boundaries indicated in Exhibit "A" of the Auto Aid Agreement, to include the communities of Biola and Ripperdan, as well as moderate to high hazard response areas such as Skaggs Bridge, the river bluffs, and Hwy 99. This border is generally bound by N. Yuba Ave and Rd. 21 on the west, Ashlan Avenue on the south, N. Hayes Avenue/Hwy 99 on the east and Avenue 8 to the North. The service area change allows NCFPD units to respond further into the Madera county area with a defined boundary and allows MCFD units to respond to the entire NCFPD District as needed as well as cover stations in the defined Auto Aid area.
2. One unit provided to either District to any emergency incident(s), to complete alarm assignments to include at least two (2) career fire personnel.
3. One unit provided to either District to the following emergency incidents, vegetation fires (small/large), building/structure fires, river bottom/wildland fires, traffic accident pin-in, and rescue-water. This service provided at no cost.
4. Upon request of NCFPD, the MCFD will provide one unit to cover the area within the NCFPD in support of draw down caused by emergency activity.
5. Upon request of MCFD, the NCFPD will provide one water tender in addition any previously assigned automatic aid resources.

North Central Board of Directors
Auto-Aid Agreement with Madera County
Fire Department
May 26, 2022
Page 2

6. Additional apparatus requests would be filled on a mutual aid basis requiring approval from the appropriate management personnel for each agency.

Attached for your review is the proposed agreement and map. District Counsel has reviewed and approved as to form.

The agreement is scheduled to be on the May 24th agenda for review and consideration by the Madera County Board of Supervisors.

Recommended Action: Review, approve and authorize the Board Chairman and Fire Chief to execute the Automatic Aid Fire Suppression and Emergency Services Agreement with the Madera County Fire Department.

**MADERA COUNTY FIRE DEPARTMENT AND NORTH CENTRAL
FIRE PROTECTION DISTRICT AGREEMENT FOR AUTOMATIC
AID FIRE SUPPRESSION AND EMERGENCY SERVICES**

THIS AGREEMENT FOR AUTOMATIC AID FIRE SUPPRESSION AND EMERGENCY SERVICES (this "Agreement") is made and entered into on the ____ day of _____, 2022, by and between the MADERA COUNTY, a political subdivision of the State of California, hereinafter called "MCFD" and NORTH CENTRAL FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "NCFPD."

RECITALS

WHEREAS, the parties have the common power to provide fire protection services and desire to jointly exercise said power pursuant to the authority granted under Sections 6502 and 55632 of the California Government Code and Section 25400 et seq., of the California Health and Safety Code; and

WHEREAS, the parties desire to maximize the delivery of fire suppression and emergency services by responding the closest unit necessary to protect life and property; and

WHEREAS, an agreement to provide automatic aid is beneficial to both parties; and

WHEREAS, both parties participate in the California Disaster and Civil Defense Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department; and

WHEREAS, NCFPD does and MCFD does not participate in the Fresno County Operational Area Mutual Aid Agreement with the other fire agencies within Fresno County for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department; and

WHEREAS, this Agreement addresses requesting automatic aid and mutual aid in connection with any incident by either party respectively.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

- a) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the requesting party under pre-determined terms and conditions, using (NFPA) 1221 as a guideline.
- b) "Automatic Aid Service Area" shall mean the area within the NCFPD and extending into the unincorporated areas serviced by the MCFD as defined in Exhibit A, "Automatic Aid Service Area" map with outlined boundaries is attached to this Agreement (Exhibit "A,") and incorporated herein by this reference, shall be updated if needed by the parties to this Agreement.

- c) "Nearest Available Fire Unit" shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident staffed with career firefighting personnel. Each fire apparatus shall be known as a "Fire Unit".
- d) "Responding Party" shall mean any party to this Agreement that receives a request for fire protection services within the jurisdiction of the requesting party.
- e) "Requesting Party" shall mean any party to this Agreement that requests fire protection or emergency services as defined by this Agreement within its jurisdiction from the other party to this Agreement.
- f) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.
- g) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; emergency rescue; and emergency medical services.
- h) "Incident Commander" shall mean the person in overall command at the incident as defined in the National Incident Management System, California Vehicle Code Sections 2453 and 2454, or by such other agreement as provided by law.
- i) "Standard Response Plan" shall mean the pre-designated number and type of apparatus that routinely respond to a specific type of emergency incident.
- j) "Mutual Aid" shall mean request of resources based on the needs determined by the managers of the incident and subject to authorization by the responding party for each request. Mutual Aid is a provision of resources (personnel, apparatus and equipment) to a requesting jurisdiction already engaged in emergency operations, which have exhausted or will shortly exhaust local resources

SECTION 2. FURNISHING OF FIRE SUPPRESSION AND EMERGENCY SERVICES.

Purpose: By entering into this Agreement, the parties desire to enhance their abilities to provide fire suppression and emergency services by sharing resources when and where appropriate for emergency incident mitigation. To effectuate this purpose, the parties agree that their respective agencies will respond with their nearest available Fire Unit(s) within the attached defined *Automatic Aid Fire Protection Service Area* (Exhibit "A"). Neither agency is required to respond with particular identified units, however, the nearest available Fire Unit response concept shall be utilized when appropriate as it represents the foundation and rationale for this Agreement.

- a) Service Details Determined by Fire Chiefs. The specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the parties. It is understood that all plans pertaining to the Fire Protection Services shall adhere as closely as practical to the "Nearest Available Fire Unit" concept which forms the basis for this Agreement.
- b) NCFPD Obligations to MCFD. NCFPD agrees to provide the following to the MCFD:
 - (1) Upon request of MCFD, to respond with no less than one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), to complete alarm assignments as defined by the requesting party's response

matrix. The responding Fire Unit will include at least three (2) career fire personnel.

- (2) Upon request of MCFD, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to the following emergency incidents, vegetation fires (small/Large), building/structure fires, river bottom/wildland fires, traffic accident pin-in, and rescue-water. This service is provided at no cost.
 - (3) Upon request of MCFD, the NCFPD will provide one water tender in addition to any previously assigned automatic aid resources.
 - (4) Any requests for assistance outside of the areas established or not identified herein shall be considered a Mutual Aid request as identified in the recitals and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept.
- c) MCFD Obligations to NCFPD. The MCFD agrees to provide the following to NCFPD:
- (1) Upon request of NCFPD, to respond with no less than one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), to complete alarm assignments as defined by the requesting party's response matrix. The responding Fire Unit will include at least two (2) career fire personnel.
 - (2) Upon request of NCFPD, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to the following emergency incidents, vegetation fires (small/Large), building/structure fires, river bottom/wildland fires, traffic accident pin-in, and rescue-water. This service is provided at no cost.
 - (3) Upon request of the NCFPD, the MCFD will provide one fire unit to cover the area within the NCFPD, in support of draw down caused by emergency activity within the NCFPD Automatic Aid Service Area. This is a general agreement of intent and does not obligate the MCFD if its resources are unavailable.
 - (4) Any requests for assistance outside of the areas established or not identified herein would be considered a Mutual Aid Request and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept.

SECTION 3. OTHER RESPONSIBILITIES AND OBLIGATIONS OF BOTH DISTRICT.

The NCFPD and MCFD agree to the following additional responsibilities and obligations:

- a) Mutual Aid was designed as a cost-effective solution to help mitigate the resource needs for those occurrences as well as for those rare major emergencies that border upon or are actually a disaster. Mutual aid is simply a plan designed to allow both fire districts to assist each other during a time when their district's resources have been exhausted or when specialized help or equipment is needed. This Agreement has been designed to minimize delays for both districts needing additional help when calling for mutual aid.

- b) Under this mutual aid Agreement, it is intended that both parties responsible for an emergency requiring mutual aid, releases the other parties' resource(s) provided at the earliest possible moment after mitigation measures have reduced the emergency occurrence demands to within the requesting district's capabilities. Mutual aid is not intended for standby or routine work during overhaul and investigation operations.
- c) Radio Frequencies. Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requesting party.
- d) First Units. The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident.
- e) Officer in Charge. The officer-in-charge of the first arriving unit shall be in charge of the incident until command is transferred to an officer of the requesting party. All apparatus at the scene of an emergency will be under the command of the Incident Commander ("IC"). The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility. Every effort will be made to operate as a single attack force rather than separate agencies.
- f) Incident Commander. If an IC requires additional resources to augment the emergency response, they shall order them through the jurisdictional agency dispatch center of the agency having jurisdictional responsibility. There will always be one ordering point for any incident, and this will be determined by the agency which has jurisdictional authority for the incident.
- g) Early Release of Resources. Both parties agree to release the other agency's resources as quickly as operationally feasible to limit commitment times.
- h) Incident Command System. The incident Command System (ICS) shall be used on every incident.
- i) Availability of Equipment. Neither party to this Agreement is obligated to furnish any services to the requesting party if, in the sole discretion of the Fire Chief or their designee, the apparatus, equipment, personnel, or any combination thereof, is not available.
- j) Mutual Training. The parties shall conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other and are aligned with operational area policies.
- k) Common Radio Communications. The parties shall work cooperatively to develop and maintain common radio communications protocols to assure adequate communications exist while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location (AVL) tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability. If possible, both agencies will support the Computer Aided Dispatch (CAD) interagency interface (CAD to CAD) system in conjunction with live AVL data exchange to ensure the closest unit is recommended and utilized without unnecessary delays and develop specific operating procedures that ensure dispatching accuracy.

- l) Notifications. When advised of an emergency incident within the other's jurisdiction, each party will make immediate notification of the incident to the jurisdictional agency.
- m) Protective Equipment. Ensure that all personnel respond in and use proper personal protective equipment (PPE) as specified by the policies of the respective parties.

SECTION 4. PRIVILEGES AND IMMUNITIES.

The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the responding party and within the jurisdiction of the requesting party.

SECTION 5. MUTUAL INDEMNIFICATION.

The NCFPD, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the MCFD, its officers, agents and employees from any and all losses arising or resulting from NCFPD's negligence and/or willful misconduct in providing services under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the MCFD or from acts not within the scope of duties to be performed pursuant to this Agreement; provided nothing herein shall constitute a waiver by the NCFPD of governmental immunities including California Government Code Section 810 et seq.

The MCFD, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the NCFPD, its officers, agents and employees from any and all losses arising or resulting from MCFD's negligence and/or willful misconduct in providing services under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the NCFPD or from acts no within the scope of duties to be performed pursuant to this Agreement; provided nothing herein shall constitute a waiver by the NCFPD of governmental immunities including California Government Code Section 810 et seq.

In the event of concurrent negligence on the part of NCFPD or any of its officers, officials, employees, agents or volunteers, and the MCFD or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

SECTION 6. AGENCY.

It is the intent of the parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including, but not limited to, State and Federal Training Mandates as required for California firefighters, pension, relief, disability, worker's compensation, and other benefits) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within responding party's jurisdiction, subject only to Section 3 herein.

SECTION 7. THIRD PARTIES.

This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 8. ASSIGNMENT.

This Agreement shall be binding on the successors and assignees of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 9. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered through the mutual agreement of the parties acting by and through their respective Fire Chiefs or designees.

SECTION 10. TERM AND TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon sixty (60) days prior written notice to the other party.

SECTION 11. AGREEMENT.

This document (including the attached Exhibit A) sets forth specific details for agreement of the parties with respect to automatic aid in the areas identified only. This Agreement does not supersede any prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid or service agreements for other specified areas. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

MADERA COUNTY

By: _____

Board Chairman

Date: _____

By: _____

Mike van Loben sels
Fire Chief

Date: _____

APPROVED AS TO FORM:
MCFD LEGAL COUNSEL

By: _____

MCFD Counsel

Date: _____

**NORTH CENTRAL FIRE PROTECTION
DISTRICT**

By: _____

Board Chairman

Date: _____

By: _____

Fire Chief

Date: _____

APPROVED AS TO FORM:
NCFPD LEGAL COUNSEL

By: _____

Kenneth Price
NCFPD Counsel

Date: _____

Attachment: Exhibit A - Map

x

Approved as to Legal Form:
COUNTY COUNSEL

By Laurie Avedisian-
Favini

Digitally signed by: Laurie Avedisian-Favini
DN: CN = Laurie Avedisian-Favini email =
lfavini@lozanosmith.com C = AD
Date: 2022.04.05 16:33:06 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

MADERA COUNTY FIRE DEPARTMENT; and

NORTH CENTRAL FIRE PROTECTION DISTRICT

TITLE OF CONTRACT:

MADERA COUNTY FIRE DEPARTMENT AND

NORTH CENTRAL FIRE PROTECTION DISTRICT

AGREEMENT FOR AUTOMATIC AID FIRE

SUPPRESSION AND EMERGENCY SERVICES

Exhibit "A"

