



**NORTH CENTRAL FIRE PROTECTION DISTRICT  
RESCHEDULED MEETING AGENDA**

March 21, 2024

3:00 p.m.

15850 W. Kearney Blvd., Kerman, CA 93630

**1. OPENING CEREMONIES**

- A. Call to Order
- B. Roll Call
- C. Invocation
- D. Flag Salute

**2. AGENDA APPROVAL**

**3. PUBLIC COMMENTS/PRESENTATIONS**

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. To allow time for all public comments, individuals are limited to five minutes total for each action item.

**4. CONSENT ITEMS**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Board Member may request an item be removed from the Consent Items and it will be considered separately.

- A. [Minutes – February 22, 2024](#)
- B. [Disbursement List - February](#)
- C. Monthly Financial Reports
  - 1. [Fresno County: Cash Balances – All Funds](#)
  - 2. [Budget Variance Report: YTD Expenses Compared to Budget](#)
  - 3. [Revenue and Reimbursement Report](#)
- D. [Service Agreement with County of Fresno for Dispatching Services](#)

Recommendation: Approve the agreement with County of Fresno to provide dispatching services for the District and authorize the Board Chair and Fire Chief to sign the agreement.

## **5. PUBLIC HEARINGS**

None

## **6. ACTION ITEMS**

### **A. [Pension Plan Actuarial Study](#)**

Recommendation: Board consider and approve the results of the January 1, 2023 actuarial study.

### **B. [Resolution 24-01 Establishing the Existence of a Public Nuisance with North Central Fire Protection District and Setting of Public Hearings](#)**

Recommendation: Board adopt resolution establishing the existence of a public nuisance and set public hearings.

### **C. [Resolution 24-02 Authorizing the Disposition of Excess Property](#)**

Recommendation: Board adopt resolution authorizing the disposition of three (3) 2020 Model E100 Tuatara Vehicles.

## **7. FIRE CHIEF REPORT**

### **A. [Fire Incident/Fire Prevention Report](#)**

### **B. Operational Update**

## **8. BOARD MEMBER COMMENTS/REPORTS/ANNOUNCEMENTS**

## **9. CLOSED SESSION**

### **A. GOVERNMENT CODE SECTION 54957.6**

#### **CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representative: Chief Tim Henry

Employee organization: North Central Professional Firefighters Association Local 5260

Nature of negotiations: Discussion

### **B. GOVERNMENT CODE SECTION 54956.8**

#### **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**

Property: APN: 025-200-17S

Agency Negotiator: Chief Tim Henry

Negotiating Parties: Roland C. and Darlene A. Nale

Under Negotiation: Price and Terms

## **10. ADJOURNMENT**

**PUBLIC COMMENTS AND INQUIRIES.** At a Board meeting, those who wish to be heard on matters on the agenda should indicate their desire to speak when the item is ready for discussion. If, at the meeting, you wish to discuss an item, that is not on the agenda, you may indicate your desire to do so under “Public Comments.” To allow time for all public comments and inquiries, the time for individual comments may, at the discretion of the Chairman of the Board, be limited to five minutes. If you wish to request time on an upcoming Board Agenda to present a particular item or matter to the Board, you may contact the District by 5:00 p.m., seven business days prior to the scheduled Board meeting to so request. If the matter is within the Board’s jurisdiction, and the Board has not taken action or considered the item at a recent meeting, the District may place the item on the agenda. When addressing the Board, you are requested to come forward to the speaker’s podium, state your name and address, and then proceed with your presentation.

**ADA Compliance and Reasonable Accommodation.** 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.

### **AGENDA POSTING CERTIFICATION**

I, Amanda Souza, Secretary for North Central Fire Protection District, do hereby declare under penalty of perjury that I caused the above agenda to be posted at North Central Fire Station at 15850 W. Kearney Blvd., Kerman, CA 93630 and on the website at [www. https://www.northcentralfire.org](https://www.northcentralfire.org)

Date: March 18, 2024

/s/ Amanda Souza, Secretary



**NORTH CENTRAL FIRE PROTECTION DISTRICT  
SPECIAL CALLED MEETING MINUTES**

February 22, 2024

**NOTICE OF REVISED TIME**

**3:30 p.m.**

15850 W. Kearney Blvd., Kerman, CA 93630

**1. OPENING CEREMONIES**

A. Call to Order – 3:35 p.m.

B. Roll Call

**Present: Vice Chair Nonini, Director Souza, Director Foglio**

**Absent: Chair Abrahamian, Director Golden**

C. Invocation – **Pastor Kevin Thurman**

D. Flag Salute – **Ron Hardy**

**2. AGENDA APPROVAL**

**Motion made by Director Foglio, Seconded by Director Souza; Voting Aye, Director Foglio, Director Souza, Vice Chair Nonini**

**3. PUBLIC COMMENTS/PRESENTATIONS**

A. VFW Presentation to Fire Captain Eric Fonseca – **Presented by Ron Hardy**

**3:44 p.m. Chair Abrahamian and Director Golden arrived.**

**4. CONSENT ITEMS**

A. Minutes

B. Disbursement List January 2024

C. Monthly Financial Reports

1. Fresno County: Cash Balances – All Funds

2. Budget Variance Report: YTD Expenses Compared to Budget

3. Revenue and Reimbursement Report

Recommendation: Board approve consent items as presented.

**Motion made by Director Foglio, Seconded by Director Souza; Voting Aye Chairman Abrahamian, Director Foglio, Director, Golden Director Nonini**

**5. PUBLIC HEARINGS - None**

**6. ACTION ITEMS**

**A. AB 1234 Training**

**Training Presented by Ken Price, Baker Manock & Jensen**

**7. FIRE CHIEF REPORT**

**A. Fire Incident/Fire Prevention Report**

**B. Operational Update**

**8. BOARD MEMBER COMMENTS/REPORTS/ANNOUNCEMENTS**

**A. Next Regular Board Meeting – March 28, 2024**

**9. CLOSED SESSION - None**

**10. ADJOURNMENT**

**6:19 p.m. Motion made by Director Nonini, Seconded by Director Foglio;  
Voting Aye Chairman Abrahamian, Director Foglio, Director, Golden, Director  
Nonini, Director Souza.**

**MINUTES CERTIFICATION**

I, Amanda Souza, Secretary for North Central Fire Protection District, do hereby declare under penalty of perjury that the above Minutes are a true depiction of all actions taken at the Board meeting held on the first date above written at North Central Fire Protection District, 15850 W. Kearney Boulevard, Kerman, CA.

Date: \_\_\_\_\_

\_\_\_\_\_  
Amanda Souza  
Board Secretary

NORTH CENTRAL FIRE PROTECTION DISTRICT  
DISBURSEMENT JOURNAL  
FEBRUARY 1, 2024 - FEBRUARY 29, 2024

Date	Num	Name	Memo	Amount
02/01/2024		QuickBooks Payroll Service	Bank Fee	1.75
02/02/2024	10212	Aramark, Inc	Linen Service	204.10
02/02/2024	10213	Biola CSD	Utilities: Water	131.80
02/02/2024	10214	Cal Fire	Driver/Operator 1A	1,680.00
02/02/2024	10215	California State Disbursement Ur	Child Support	100.50
02/02/2024	10216	Cheryl Carlson	Financial Consulting	3,145.00
02/02/2024	10217	Cook's, Inc.	Radio Maintenance	360.81
02/02/2024	10218	Employee Reimbursement	Employee Reimbursement	987.00
02/02/2024	10219	Fire Apparatus Solutions	Apparatus Repairs	15,515.84
02/02/2024	10220	Fresno County DPH - EMS Divis	Dispatch Service	15,781.92
02/02/2024	10221	John Hancock USA	Plan Contribution - 457	4,121.60
02/02/2024	10222	John Nipp	Station 54 Rent	3,400.00
02/02/2024	10223	Employee Reimbursement	Board Health Insurance Reimbursement	858.50
02/02/2024	10224	Employee Reimbursement	Employee Reimbursement	194.68
02/02/2024	10225	Liebert Cassidy Whitmore	Legal Services	649.00
02/02/2024	10226	Loperena Antenna Sites	Owens Mountain Antenna Site Lease	1,853.00
02/02/2024	10227	Employee Reimbursement	Board Health Insurance Reimbursement	901.00
02/02/2024	10228	Employee Reimbursement	Board Health Insurance Reimbursement	220.98
02/02/2024	10229	Miller Mendel, Inc.	Backgrounds Software	588.80
02/02/2024	10230	ORKIN, LLC	Pest Control Services	60.99
02/02/2024	10231	PG&E	Utilities	2,732.74
02/02/2024	10232	PRINDIVILLE ROOFING	Station Maintenance	1,500.00
02/02/2024	10233	Rollo Bins LLC	Fire Prevention Clean up	1,750.00
02/02/2024	10234	Employee Reimbursement	Board Health Insurance Reimbursement	756.50
02/02/2024	10235	Standard Insurance Company	Life & LTD Insurance	1,914.00
02/02/2024	10236	Employee Reimbursement	Employee Reimbursement	1,648.00
02/02/2024	10237	U.S. Bank PARS	Pension Plan Contributions	51,264.29
02/02/2024	10238	UNITEDHEALTHCARE INS	Prior Board Member Insurance	455.94
02/02/2024	10239	UnWired Broadband, LLC	Radio Communication	9.98
02/02/2024	10240	Verizon	Toughbooks Data Plan	646.17
02/02/2024	10241	Verizon Wireless	Cell Phone - Operations	18.35
02/02/2024	Direct Deposit	NCPFA, LOCAL 5260	Union Dues	2,650.00
02/13/2024	E-pay	EDD	Payroll Taxes	15,191.39
02/13/2024	E-pay	United States Treasury	Payroll Taxes	35,567.74
02/13/2024		QuickBooks Payroll Service	Bank Fee	1.75
02/14/2024	10242	Aramark, Inc	Linen Service	452.54
02/14/2024	10243	ARBA	Group Life Insurance	164.66
02/14/2024	10244	AT&T	Phone & Long Distance Service	66.46
02/14/2024	10245	AT&T Mobility	Phone & Long Distance Service	1,495.90
02/14/2024	10246	Barrios Site Services, Inc.	Portable Restroom Service	100.00
02/14/2024	10247	Basilea Consulting	Fire Inspection Consulting	870.00
02/14/2024	10248	Bauer Compressors, Inc.	SCBA Repair	2,610.00
02/14/2024	10249	California State Disbursement Ur	Child Support	100.50
02/14/2024	10250	Cheryl Carlson	Financial Consulting	7,416.25
02/14/2024	10251	Christopher W. King	Company Office 2D	1,760.00
02/14/2024	10252	City of Fresno - Utilities	Utilities: Water	260.22
02/14/2024	10253	City of Kerman	Utilities: Water	665.24
02/14/2024	10254	CSG Consultants, Inc	Plan Consultants	2,833.75
02/14/2024	10255	Daniel C. Perkins	Instruction of California State Fire Trainin	3,950.00

Date	Num	Name	Memo	Amount
02/14/2024	10256	Fastenal Company	Station Supplies	473.67
02/14/2024	10257	Faustino Lopez	Lawn & Garden Service	450.00
02/14/2024	10258	Fire Risk Management Services	Health Insurance	68,182.73
02/14/2024	10259	Fire Safety Solutions Inc.	County Plan Reviews	1,495.00
02/14/2024	10260	Fire Specialties	Fire Investigations	1,129.74
02/14/2024	10261	First Arriving LLC	Software Dashboard	3,114.58
02/14/2024	10262	FRESNO COUNTY-ISD BUSINE	Election Publication	1,459.21
02/14/2024	10263	Fresno County Sheriff	Employee Garnishment	1,020.03
02/14/2024	10264	Fresno County Treasurer3	Fuel Permit	576.00
02/14/2024	10265	Gill Chevrolet	Vehicle Maint & Repair	331.22
02/14/2024	10266	John Hancock USA	Plan Contribution - 457	4,121.60
02/14/2024	10267	Employee Reimbursement	Employee Reimbursement	505.00
02/14/2024	10268	Mid Valley	Utilities: Trash Disposal	768.36
02/14/2024	10269	PG&E	Utilities	3,158.29
02/14/2024	10270	Real-Time, Inc.	Computer Support/Maintenance	1,198.00
02/14/2024	10271	REPUBLIC	Utilities - Trash Disposal	128.33
02/14/2024	10272	ROBERT V. JENSEN	Fuel	1,642.32
02/14/2024	10273	San Joaquin Valley Air Control D	Permit to Operate Fee	143.00
02/14/2024	10274	Sebastian	Phone & Long Distance Service	169.29
02/14/2024	10275	Sierra Data Management	Storage of Scanned Documents	6,769.29
02/14/2024	10276	Sierra HR Partners, Inc.	HR Consultant	125.00
02/14/2024	10277	Sierra Lock	Station Locks and Security	2,916.13
02/14/2024	10278	Slumberger	Station Supplies & Maintenance	381.12
02/14/2024	10279	Sparkletts	Drinking Water	663.54
02/14/2024	10280	The Freeman Group, LLC	Leadership Training & Keynote Speech	4,000.00
02/14/2024	10281	U.S. Bank Cal-Card	Credit Card Payment	8,518.88
02/14/2024	10282	U.S. Bank PARS	Pension Plan Contributions	51,305.88
02/14/2024	10283	U.S. Bank Voyager Fleet System	Voyager Card Fuel Purchases	4,449.66
02/14/2024	10284	Valley Farm Supply, Inc.	Station Supplies, Station Maintenance, A	75.09
02/14/2024	10285	Shannon Schroth	Consulting - December	900.00
02/14/2024	Direct Deposit	QuickBooks Payroll Service	Employee Payroll	191,936.19
02/15/2024		QuickBooks Payroll Service	Bank Fee	1.75
02/16/2024	Direct Deposit	NCPFA, LOCAL 5260	Union Dues	2,450.00
02/21/2024	Direct Deposit	QuickBooks Payroll Service	Employee Payroll	3,964.12
02/22/2024	10286	Aramark, Inc	Linen Service	355.56
02/22/2024	10287	Baker Manock & Jensen	Legal Service	1,217.85
02/22/2024	10288	Cal Fire	Driver/Operator 1A	1,680.00
02/22/2024	10289	Employee Reimbursement	Employee Reimbursement	106.00
02/22/2024	10290	Cheryl Carlson	Financial Consulting	6,481.25
02/22/2024	10291	Christopher W. King	Company Officer 2B	1,440.00
02/22/2024	10292	Comcast Business	Internet & Phone Services	235.66
02/22/2024	10293	Cook's, Inc.	Radio Maintenance	80.00
02/22/2024	10294	Employee Reimbursement	Employee Reimbursement	53.00
02/22/2024	10295	Economical Appliance Repair	Station Repair	581.26
02/22/2024	10296	Fresno County DPH - EMS Divis	Dispatch Service	31,563.84
02/22/2024	10297	Gill Chevrolet	Vehicle Maint & Repair	277.78
02/22/2024	10298	Employee Reimbursement	Employee Reimbursement	53.00
02/22/2024	10299	Jorgensen Company, Inc.	Fire Extingisher Maintenance	634.91
02/22/2024	10300	Employee Reimbursement	Employee Reimbursement	232.71
02/22/2024	10301	Mayson Ace Hardware	Station Maintenance	16.24
02/22/2024	10302	Employee Reimbursement	Employee Reimbursement	219.16
02/22/2024	10303	ODP Business Solutions	Office Supplies	162.56
02/22/2024	10304	ORKIN, LLC	Pest Control Services	56.99

Date	Num	Name	Memo	Amount
02/22/2024	10305	PG&E	Utilities	2,055.29
02/22/2024	10306	Real-Time, Inc.	Computer Support/Maintenance	278.00
02/22/2024	10307	ROBERT V. JENSEN	Fuel	976.37
02/22/2024	10308	Sierra HR Partners, Inc.	HR Consultant	400.00
02/22/2024	10309	Slumberger	Station Supplies & Maintenance	482.20
02/22/2024	10310	Standard Insurance Company	Life & LTD Insurance	1,914.00
02/22/2024	10311	Employee Reimbursement	Per Diem	53.00
02/22/2024	10312	United Health Centers of the SJ\	Professional Service	4,600.00
02/27/2024	E-pay	EDD	Payroll Taxes	16,987.87
02/27/2024	E-pay	United States Treasury	Payroll Taxes	39,467.68
02/28/2024	E-pay	United States Treasury	Payroll Taxes	45.92
02/28/2024	Direct Deposit	QuickBooks Payroll Service	Employee Payroll	198,335.55
02/28/2024	Direct Deposit	QuickBooks Payroll Service	Employee Payroll	277.04
02/29/2024	10313	AllStar Fire Equipment, Inc.	Apparatus Equipment	279.19
02/29/2024	10314	Aramark, Inc	Linen Service	450.71
02/29/2024	10315	Barrios Site Services, Inc.	Portable Restroom Service	100.00
02/29/2024	10316	Bauer Compressors, Inc.	SCBA Repair	371.57
02/29/2024	10317	Biola CSD	Utilities: Water	131.80
02/29/2024	10318	Cal Fire	Driver/Operator 1A	2,520.00
02/29/2024	10319	California State Disbursement Ur	Child Support	100.50
02/29/2024	10320	Employee Reimbursement	Reimburse employee Flex Med.	503.83
02/29/2024	10321	Christopher W. King	Company Officer 2E	2,560.00
02/29/2024	10322	Comcast Business	Internet & Phone Services	1,625.12
02/29/2024	10323	County of Fresno - POB	POB Payment	28,354.27
02/29/2024	10324	Dunn - Edwards Corporation	Station Maintenance	100.09
02/29/2024	10325	Fire Apparatus Solutions	Apparatus Repairs	7,511.20
02/29/2024	10326	Fire Specialties	Fire Investigations	383.98
02/29/2024	10327	Fresno County Sheriff	Employee Garnishment	1,059.79
02/29/2024	10328	John Hancock USA	Plan Contribution - 457	4,165.05
02/29/2024	10329	Liebert Cassidy Whitmore	Legal Services	206.50
02/29/2024	10330	NorCal PPE	Extractors - repair	3,804.43
02/29/2024	10331	ODP Business Solutions	Office Supplies	162.59
02/29/2024	10332	ORKIN, LLC	Pest Control Services	118.98
02/29/2024	10333	PG&E	Utilities	2,227.78
02/29/2024	10334	Real-Time, Inc.	Computer Support/Maintenance	1,188.00
02/29/2024	10335	ROBERT V. JENSEN	Fuel	3,536.80
02/29/2024	10336	Sierra Lock	Station Locks and Security	222.66
02/29/2024	10337	U.S. Bank PARS	Pension Plan Contributions	51,167.95
02/29/2024	10338	UBEO West, LLC	Copier Maintenance	722.64
02/29/2024	10339	Verizon	Toughbooks Data Plan	646.17
				<u>\$ 983,674.95</u>

Board Action: To approve disbursements from West America general account as presented for the total amount of \$983,674.95 for February 2024.

**NORTH CENTRAL FIRE PROTECTION DISTRICT  
FUND CASH BALANCES**

FUND CASH BALANCES	GENERAL	CAPITAL EQUIPMENT	BUILDING	EMS	SICK LEAVE	RESERVE FUND	RISK CONTINGENCY	TOTAL OF ALL FUNDS
FUND CLASS #	10000	20000	41400	41410	41420	41430	41440	
<b>Beg Balance 2/1/2024</b>	<b>\$ 4,407,117.63</b>	<b>\$ 3,312,983.19</b>	<b>\$341,729.89</b>	<b>\$ 1,327,133.01</b>	<b>\$36,201.64</b>	<b>\$ 359,041.02</b>	<b>\$ 125,734.26</b>	<b>\$ 9,909,940.64</b>
<b>Ending Balance 2/29/2024</b>	<b>\$ 3,620,619.29</b>	<b>\$ 3,312,983.19</b>	<b>\$341,729.89</b>	<b>\$ 1,328,731.88</b>	<b>\$36,201.64</b>	<b>\$ 359,041.02</b>	<b>\$ 125,734.26</b>	<b>\$ 9,125,041.17</b>

**NORTH CENTRAL FIRE PROTECTION DISTRICT  
SERVICES, SUPPLIES AND MAINTENANCE  
BUDGET - TO - ACTUAL  
JULY 2023 - JUNE 2024**

4. C. 2.

Services, Supplies and Maintenance	Fiscal Year 2023 - 2024 Budget	Activity thru January	February	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Pension Obligation Bonds	\$ 340,800	\$ 198,479.89	\$ 28,354.27	\$ 226,834.16	66.6%	\$ 113,965.84	33.4%
Property, Auto & Liability Insurance	160,000	158,999.00	0.00	158,999.00	99.4%	1,001.00	0.6%
Personal Protective Equipment	100,000	57,416.43	29,406.83	86,823.26	86.8%	13,176.74	13.2%
Health, Fitness and Safety	40,000	0.00	0.00	0.00	0.0%	40,000.00	100.0%
Fire Prevention	125,000	76,112.41	7,796.52	83,908.93	67.1%	41,091.07	32.9%
Communications	132,000	83,871.78	7,078.10	90,949.88	68.9%	41,050.12	31.1%
Food	6,000	2,841.60	98.04	2,939.64	49.0%	3,060.36	51.0%
Apparatus Maintenance	370,000	200,217.12	9,518.04	209,735.16	56.7%	160,264.84	43.3%
Apparatus Tools, Equipment & Hose	155,000	176,245.39	257.33	176,502.72	113.9%	(21,502.72)	-13.9%
Equipment Maintenance	10,000	12,758.60	834.91	13,593.51	135.9%	(3,593.51)	-35.9%
SCBA Masks & Maintenance	84,000	259.14	0.00	259.14	0.3%	83,740.86	99.7%
Computers & Office Equipment	112,200	62,819.93	5,000.48	67,820.41	60.4%	44,379.59	39.6%
Facility Maintenance	185,000	123,819.20	10,041.45	133,860.65	72.4%	51,139.35	27.6%
Station Supplies	68,900	42,409.64	2,855.42	45,265.06	65.7%	23,634.94	34.3%
Fuel	163,000	80,061.30	15,560.96	95,622.26	58.7%	67,377.74	41.3%
Utilities	100,000	71,682.00	6,063.76	77,745.76	77.7%	22,254.24	22.3%
Training	335,400	62,054.43	28,423.48	90,477.91	27.0%	244,922.09	73.0%
Travel Expenses	45,000	9,415.09	0.00	9,415.09	20.9%	35,584.91	79.1%
Membership Dues & Subscriptions	19,100	17,102.99	0.00	17,102.99	89.5%	1,997.01	10.5%
Professional Services	206,800	112,302.23	(8,184.59)	104,117.64	50.3%	102,682.36	49.7%
Legal & Accounting	124,100	102,010.40	15,321.85	117,332.25	94.5%	6,767.75	5.5%
County of Fresno - Dispatch Services	189,400	110,473.44	15,781.92	126,255.36	66.7%	63,144.64	33.3%
Office Supplies and Postage	24,300	10,194.89	617.16	10,812.05	44.5%	13,487.95	55.5%
Station 54 Lease	40,800	27,025.18	3,400.00	30,425.18	74.6%	10,374.82	25.4%
FCERA Payment Financing	417,400	416,927.85	0.00	416,927.85	99.9%	472.15	0.1%
Apparatus Financing Payment	49,200	0.00	0.00	0.00	0.0%	49,200.00	100.0%
<b>Totals</b>	<b>\$ 3,603,400.00</b>	<b>\$ 2,215,499.93</b>	<b>\$ 178,225.93</b>	<b>\$ 2,393,725.86</b>	<b>66.4%</b>	<b>\$ 1,209,674.14</b>	<b>33.6%</b>

8th month of fiscal year - average = 67%

**NORTH CENTRAL FIRE PROTECTION DISTRICT  
WAGES, BENEFITS, POB AND FUND EXPENDITURES  
BUDGET - TO - ACTUAL  
JULY 2023 - JUNE 2024**

Wages, Benefits and POB	Fiscal Year 2023 - 2024 Budget	Activity thru January	February	YTD Total	% of Budget Used	Budget Remaining	% of Budget Remaining
Current Board Wages and Benefits	\$ 50,458	\$ 28,574.14	\$ 4,035.70	\$ 32,609.84	64.6%	\$ 17,848.16	35.4%
Prior Board Member Benefits	5,600	3,263.89	455.94	3,719.83	66.4%	1,880.17	33.6%
Surviving Spouse Benefits	11,600	7,651.06	998.72	8,649.78	74.6%	2,950.22	25.4%
Employee Wages and Benefits	9,564,859	5,526,801.77	711,267.95	6,238,069.72	65.2%	3,326,789.28	34.8%
<b>Total Wages and Benefits</b>	<b>\$ 9,632,517</b>	<b>\$ 5,566,290.86</b>	<b>\$ 716,758.31</b>	<b>\$ 6,283,049.17</b>	<b>65.2%</b>	<b>\$ 3,349,467.83</b>	<b>34.8%</b>
<b>Fund Expenditures per Budget</b>							
Weed Abatement	\$ 10,600	\$ 24,757.27	\$ -	\$ 24,757.27	233.6%	\$ (14,157.27)	-133.6%
CDBG Off-Road Water Tender	600,000	299,499.52	0.00	299,499.52	49.9%	300,500.48	50.1%
Apparatus Sales Tax	-	42,896.00	0.00	42,896.00		(42,896.00)	
Misc Capital Improvement Projects	20,000	0.00	0.00	0.00	0.0%	20,000.00	100.0%
Station 55 Improvements	89,000	0.00	0.00	0.00	0.0%	89,000.00	100.0%
NCFPD Microwave Upgrades		87,855.12	0.00	87,855.12		(87,855.12)	
Stations 57 & 58 Gates/Fencing	50,000	23,472.81	0.00	23,472.81	46.9%	26,527.19	53.1%
Station 59 Renovations	100,000	0.00	0.00	0.00	0.0%	100,000.00	100.0%
American Ambulance Qtrs Renovations	50,000	0.00	0.00	0.00	0.0%	50,000.00	100.0%
Two Fire Prevention Vehicles	85,000	86,858.45	0.00	86,858.45	102.2%	(1,858.45)	-2.2%
<b>Total Fund Expenditures</b>	<b>\$ 1,004,600</b>	<b>\$ 565,339.17</b>	<b>\$ -</b>	<b>\$ 565,339.17</b>	<b>56.3%</b>	<b>\$ 439,260.83</b>	<b>43.7%</b>

**NORTH CENTRAL FIRE PROTECTION DISTRICT  
REVENUE AND REIMBURSEMENTS  
BUDGET - TO - ACTUAL  
JULY 2023 - JUNE 2024**

4. C. 3.

Revenue	Fiscal Year 2023 - 2024 Budget	Activity thru January	February	YTD Total	% of Budget Received	Budget Remaining	%
Property Taxes	\$ 11,966,200	\$ 6,042,149.07	\$ 13,501.66	\$ 6,055,650.73	51%	\$ 5,910,549.27	49%
Interest (County Investment Pool)	189,200	93,053.78	0.00	93,053.78	49%	96,146.22	51%
Fees, Permits, Plan Checks & Cost Recovery	96,800	82,116.80	7,476.03	89,592.83	93%	7,207.17	7%
Ambulance Station Lease	20,300	7,003.50	6,762.00	13,765.50	68%	6,534.50	32%
Tower Rental	31,400	19,271.00	2,753.00	22,024.00	70%	9,376.00	30%
FCC ISA/Training Reimbursement	189,600	21,431.58	0.00	21,431.58	11%	168,168.42	89%
Reimbursement for Priority One Calls	8,000	18,588.78	0.00	18,588.78	232%	-10,588.78	-132%
Miscellaneous Income	23,500	20,308.75	3,844.36	24,153.11	103%	-653.11	-3%
<b>Revenue Totals</b>	<b>\$ 12,525,000</b>	<b>\$ 6,303,923.26</b>	<b>\$ 34,337.05</b>	<b>\$ 6,338,260.31</b>	<b>50.60%</b>	<b>\$ 6,186,739.69</b>	<b>49.4%</b>
<b>Reimbursable Items</b>							
SHSGP and OES Grant Reimbursements	\$ 11,100	\$ -	\$ -	\$ -	0%	\$ 11,100.00	100%
Strike Team Reimbursement		47,981.12	0.00	47,981.12			
CDBG Grant for Off-Road Tender	300,000	241,570.00	0.00	241,570.00	81%	58,430.00	19%
2019 SAFER Grant	789,677	1,292,837.57	0.00	1,292,837.57	164%	-503,160.57	-64%
2020 SAFER Grant	720,000	674,760.35	0.00	674,760.35	94%	45,239.65	6%
2022 Office of Traffic Safety Grant	50,000	0.00	42,870.60	42,870.60	86%	7,129.40	14%
2022 AFG Training Grant	163,100	22,626.00	0.00	22,626.00	14%	140,474.00	86%
<b>Reimbursement Totals</b>	<b>\$ 2,033,877</b>	<b>\$ 2,279,775.04</b>	<b>\$ 42,870.60</b>	<b>\$ 2,322,645.64</b>	<b>114.20%</b>	<b>\$ -240,787.52</b>	<b>-12%</b>



## 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](http://www.northcentralfire.org)

## MEMORANDUM

**TO:** North Central Board of Directors

**FROM:** Timothy Henry, Fire Chief

**DATE:** March 21, 2024

**SUBJECT:** Service Agreement with the County of Fresno for Dispatch Services

In March 2021, the District entered into a three-year agreement with the County of Fresno (County) to provide dispatch services for the district through June 30, 2024. The agreement presented for the District Board's review and approval today provides an additional three-year term from July 2024 through June 2027 under the same basic terms and conditions with only a nominal increase in annual fees.

One of the goals of both parties provided in this agreement is to maintain consolidated dispatching services in Fresno County. The District needs EMS and Fire dispatching services which can be provided by the County through the centralized and combined effort of the County's EMS Communications Center and the District.

The District's responsibilities under the agreement are outlined in Exhibit A. The services provided by the County under this agreement are outlined in Exhibit B. The costs for providing these services are outlined on page two of the agreement and detailed on Exhibit C, and summarized as follows:

- 7/1/24 – 6/30/25 = \$192,936 Annually (1.9% increase from the prior year)
- 7/1/25 – 6/30/26 = \$198,726 Annually (3% increase from the prior year)
- 7/1/26 – 6/30/27 = \$204,687 Annually (3% increase from the prior year)

**Recommended Action:** Approve the agreement with the County of Fresno to provide dispatching services for the District and authorize the Board Chair and Fire Chief to sign the agreement.

1 **AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 the North Central Fire Protection District, a California Fire Protection District ("District"), and the  
4 County of Fresno, a political subdivision of the State of California ("County").

5 **Recitals**

6 A. District desires to establish this Agreement with County, and County has the capability  
7 and capacity to provide certain dispatching services for fire suppression calls, which may  
8 include dispatching of non-transport first responder services from County's EMS  
9 Communications Center.

10 B. It is to the mutual benefit and in the best interest of the parties to have a combined EMS  
11 and Fire Dispatching Services for the purpose of providing improved services to the public.

12 C. It is a goal of the Parties to maintain consolidated dispatching services in Fresno County,  
13 and the Parties have determined that there is a need to provide EMS dispatching services and  
14 District Fire Dispatching Services through a centralized and combined effort by County's EMS  
15 Communications Center and District Fire.

16 D. County's EMS Communications Center is staffed and operated by K.W.P.H. Enterprises,  
17 doing business as American Ambulance, a California Corporation ("Provider") through that  
18 certain Emergency Medical Services and Provider Agreement for Emergency Ambulance  
19 Services, dated May 16, 2017 (County Agreement No. 17-218), by and between County and  
20 Provider, including all amendments thereto (the "EMS Provider Agreement").

21 The parties therefore agree as follows:

22 **Article 1**

23 **District's Responsibilities**

24 1.1 The District shall perform all of the services provided in Exhibit A to this Agreement,  
25 titled "District's Responsibilities."

26 1.2 **Representation.** The District represents that it is qualified, ready, willing, and able to  
27 perform all of the services provided in this Agreement.







1 (B) Terminate this Agreement by the non-appropriating governmental agency giving  
2 the other party at least ninety (90) days advance written notice of an intention to  
3 terminate.

4 **6.2 Termination for Breach.**

5 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
6 occurred, the County may give written notice of the breach to the District. The written  
7 notice may suspend performance under this Agreement, and must provide at least 30  
8 days for the District to cure the breach.

9 (B) If the District fails to cure the breach to the County's satisfaction within the time  
10 stated in the written notice, the County may terminate this Agreement immediately.

11 (C) For purposes of this section, a breach occurs when, in the determination of the  
12 County, the District has:

- 13 (1) Obtained or used funds illegally or improperly;
- 14 (2) Failed to comply with any part of this Agreement;
- 15 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 16 (4) Improperly performed any of its obligations under this Agreement.

17 **6.3 Termination without Cause.** Under circumstances other than those set forth above,  
18 this Agreement may be terminated by District or County upon giving the other party at least  
19 ninety (90) days advance written notice of an intention to terminate.

20 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
21 under this Article 6 is without penalty to or further obligation of the County.

22 **6.5 County's Rights upon Termination.** District shall compensate or provide funding to  
23 County for Fire Dispatching Services performed prior to termination of this Agreement. This  
24 section survives the termination of this Agreement.

25 **Article 7**

26 **Independent Contractor**

27 **7.1 Status.** In performing under this Agreement, the County, including its officers,  
28 agents, employees, and volunteers, is at all times acting and performing as an independent

1 contractor, in an independent capaDistrict, and not as an officer, agent, servant, employee, joint  
2 venturer, partner, or associate of the District.

3 7.2 **Verifying Performance.** The District has no right to control, supervise, or direct the  
4 manner or method of the County's performance under this Agreement, but the District may  
5 verify that the County is performing according to the terms of this Agreement.

6 7.3 **Benefits.** Because of its status as an independent contractor, the County has no  
7 right to employment rights or benefits available to District employees. The County is solely  
8 responsible for providing to its own employees all employee benefits required by law. The  
9 County shall save the District harmless from all matters relating to the payment of County's  
10 employees, including compliance with Social Security withholding and all related regulations.

11 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
12 Agreement, the County may provide services to others unrelated to the District.

## 13 **Article 8**

### 14 **Indemnity and Defense**

15 8.1 **Indemnity by District.** The District shall indemnify and hold harmless and defend  
16 the County (including its officers, agents, employees, and volunteers) against all claims,  
17 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,  
18 penalties, and liabilities of any kind to the County, the District, or any third party that arise from  
19 or relate to the performance or failure to perform by the District (or any of its officers, agents,  
20 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
21 its own defense without affecting the District's obligation to indemnify and hold harmless or  
22 defend the County.

23 8.2 **Indemnity by County.** The County shall indemnify and hold harmless and defend  
24 the District (including its officers, agents, employees, and volunteers) against all claims,  
25 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,  
26 penalties, and liabilities of any kind to the District, the County, or any third party that arise from  
27 or relate to the performance or failure to perform by the County (or any of its officers, agents,  
28 subcontractors, employees, or Provider) under this Agreement. The District may conduct or



1 The County's public disclosure of this Agreement or any record or data that the District may  
2 provide to the County may include but is not limited to the following:

3 (A) The County may voluntarily, or upon request by any member of the public or  
4 governmental agency, disclose this Agreement to the public or such governmental  
5 agency.

6 (B) The County may voluntarily, or upon request by any member of the public or  
7 governmental agency, disclose to the public or such governmental agency any record or  
8 data that the District may provide to the County, unless such disclosure is prohibited by  
9 court order.

10 (C) This Agreement, and any record or data that the District may provide to the  
11 County, is subject to public disclosure under the Ralph M. Brown Act (California  
12 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

13 (D) This Agreement, and any record or data that the District may provide to the  
14 County, is subject to public disclosure as a public record under the California Public  
15 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
16 with section 6250) ("CPRA").

17 (E) This Agreement, and any record or data that the District may provide to the  
18 County, is subject to public disclosure as information concerning the conduct of the  
19 people's business of the State of California under California Constitution, Article 1,  
20 section 3, subdivision (b).

21 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
22 respect to any record or data that the District may provide to the County shall be  
23 disregarded and have no effect on the County's right or duty to disclose to the public or  
24 governmental agency any such record or data.

25 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
26 under the CPRA to publicly disclose any record that is in the District's possession or control,  
27 and which the County has a right, under any provision of this Agreement or applicable law, to  
28 possess or control, then the County may demand, in writing, that the District deliver to the



1 by both parties. The District acknowledges that County employees have no authority to modify  
2 this Agreement except as expressly provided in this Agreement.

3 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5 11.3 **Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

7 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
8 County, California. District consents to California jurisdiction for actions arising from or related to  
9 this Agreement, and, subject to the Government Claims Act, all such actions must be brought  
10 and maintained in Fresno County.

11 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
14 against either party.

15 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 11.7 **Headings.** The headings and section titles in this Agreement are for convenience  
17 only and are not part of this Agreement.

18 11.8 **Severability.** If anything in this Agreement is found by a court of competent  
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
22 intent.

23 11.9 **Nondiscrimination.** During the performance of this Agreement, the District shall not  
24 unlawfully discriminate against any employee or applicant for employment, or recipient of  
25 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
28 all applicable State of California and federal statutes and regulation.

1        11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
2 of the District under this Agreement on any one or more occasions is not a waiver of  
3 performance of any continuing or other obligation of the District and does not prohibit  
4 enforcement by the County of any obligation on any other occasion.

5        11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
6 between the District and the County with respect to the subject matter of this Agreement, and it  
7 supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
8 publications, and understandings of any nature unless those things are expressly included in  
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
12 exhibits.

13        11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
14 create any rights or obligations for any person or entity except for the parties.

15        11.13 **Authorized Signature.** The District represents and warrants to the County that:

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

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

21        11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
22 electronic signature as provided in this section.

23            (A) An “electronic signature” means any symbol or process intended by an individual  
24            signing this Agreement to represent their signature, including but not limited to (1) a  
25            digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
26            electronically scanned and transmitted (for example by PDF document) version of an  
27            original handwritten signature.  
28

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

## 18 **Article 12**

### 19 **Miscellaneous Provisions**

20 12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any  
21 during the term of the EMS Provider Agreement, will carry out County's provision of Fire  
22 Dispatching Services herein. In the event of any such replacement of Provider, the replacement  
23 EMS Provider Agreement will be on substantially the same terms as the EMS Provider  
24 Agreement to the extent that it concerns this Agreement, as provided herein.

#### 25 12.2 **Force Majeure.**

26 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to  
27 carry out its obligations under this Agreement, that party shall give to the other party hereto  
28 prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the

1 obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall  
2 be suspended during, but no longer than, the continuance of the Force Majeure, except for a  
3 reasonable time thereafter required to resume performance.

4 B. During any period in which either party hereto is excused from performance by  
5 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
6 diligently, and in good faith take all reasonable action required in order for it to be able to  
7 promptly commence or resume performance of its obligations under this Agreement. Without  
8 limiting the generality of the foregoing, the party so excused from performance shall, during any  
9 such period of Force Majeure, take all reasonable action necessary to terminate any temporary  
10 restraining order or preliminary or permanent injunctions to enable it to so commence or resume  
11 performance of its obligations under this Agreement.

12 C. The party whose performance is excused due to the occurrence of an event of  
13 Force Majeure shall, during such period, keep the other party hereto notified of all such actions  
14 required in order for it to be able to commence or resume performance of its obligations under  
15 this Agreement.

16 D. "Force Majeure" is defined as an Act of God, act of public  
17 enemy, war, and other extraordinary causes not reasonably within the control of either of the  
18 parties hereto.

19 [SIGNATURE PAGE FOLLOWS]  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 NORTH CENTRAL FIRE PROTECTION  
3 DISTRICT

COUNTY OF FRESNO

4  
5 \_\_\_\_\_  
6 Travis Paden, Mayor

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

7  
8 \_\_\_\_\_  
9 Mario Cifuentez, District Manager

\_\_\_\_\_ Date

10 Attn: Fire Chief  
11 15850 W. Kearney Blvd  
Kerman, CA 93630

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

12 By: \_\_\_\_\_  
13 Deputy

14 For accounting use only:

15 Org No.: 56201693  
16 Account No.: 5039  
17 Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### District's Responsibilities

District shall perform the following functions:

(1) Provide all fire suppression services for all fire suppression calls dispatched by County's EMS Communications Center requiring District Fire apparatuses. During specific District events (i.e., Fourth of July, times of local disaster, or a large-scale emergency), District may assign a Command Officer to serve as a Temporary Dispatch Liaison to direct the assignment of District Fire resources, at which time deviation from routine dispatch procedures outlined herein will be granted.

(2) Allow District Radio frequencies to be used by County for the purpose of District Fire Dispatching Services.

(3) Consult with County's Representative in developing and adopting District Fire's Policies and Procedures relating to dispatch only. District must provide its District Fire's Policies and Procedures to County's Representative for review and acceptance that such policies and procedures are substantially consistent with the County's EMS Communication Center's Policies and Procedures, and do not create additional workload for staff or impact other programs in the County's EMS Communications Center.

(4) Provide continuing education and training to County's EMS Communications Center radio operators and staff regarding the dispatching and management of District Fire resources.

(5) Immediately transfer all calls to District for District Fire calls for service to County's EMS Communications Center.

(6) Participate in an internal quality improvement program, which includes the participation of County and PROVIDER.

(7) Provide operation and maintenance of all radio and computer equipment in District Fire apparatuses and fire stations.

(8) Be responsible for all costs associated with maintaining telecommunication lines and equipment between District and EMS Communications Center.

## Exhibit B

### County's Services

County shall be responsible for and provide each of the following:

(1) Provide to District dispatching services for fire suppression calls requesting or otherwise requiring response by District Fire apparatuses, which may include dispatching of non-transport first responder services, (collectively, the "District Fire Dispatching Services").

County shall provide District Fire Dispatching Services in accordance with the terms and subject to the conditions set out in this Agreement and using personnel of required skill, experience and qualifications.

(2) Select, configure, install, and maintain all dispatching equipment, hardware, software (including software licenses), and other technologies, except for radio infrastructure purchased by District, which will be utilized for triage and entry of information for District Fire Dispatching Services in County's EMS Communications Center computer-aided dispatch ("CAD") system. All dispatching equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained under this Agreement shall be the sole property of County. The Parties hereby acknowledge that County's provision of District Fire Dispatching Services does not include any County provision of fire suppression services, and that County is providing District Fire Dispatching Services to District on a non-exclusive basis.

(3) Provide all District Fire Dispatching Services through County's EMS Communication Center through District Fire's radios and electronic communications in accordance with District Fire's Policies and Procedures related to dispatch only ("District Fire's Policies and Procedures") and as reviewed and accepted by County's EMS Director or designee (the "County's Representative"), as further provided in paragraph (2) of Exhibit A.

(4) Provide approved pre-arrival instructions to callers requesting District Fire Dispatch Services.

(5) Provide inter-agency coordination regarding requests for fire suppression service, mutual aid and auto aid services, and order specialized fire equipment from District or other agencies (e.g., hazardous materials equipment, or rescue) which may be needed to

## Exhibit B

1 manage an incident, and perform other related duties, all in accordance with District Fire's  
2 Policies and Procedures.

3 (6) Track all activity of District Fire's apparatuses utilizing the County's EMS  
4 Communications Center CAD system.

5 (7) Develop and maintain processes which assist in dispatching signatories to  
6 District automatic aid agreements to include those agencies outside the County's EMS  
7 Communications Center. Such processes include Automatic Vehicle Location ("AVL"), unit  
8 status and some form of CAD to CAD process where call information is automatically shared  
9 between agencies regardless of dispatch center location. In the event an automatic aid agency  
10 outside County's EMS Communications Center is unable to provide unit AVL and unit status,  
11 the Parties agree to meet and confer on how to implement and determine cost sharing to  
12 receive this information.

13 (8) Provide notification to chief officers and duty officers as needed for  
14 applicable emergency incidents using phone, email, text or other contemporary method of  
15 messaging according to District Fire's Policies and Procedures.

16 (9) Provide CAD software which is capable of tracking District's closest fire  
17 unit, real-time call data/updates, GIS, radio channel, incident location, and resources.

18 (10) Provide the ability to send response-time data or additional required CAD  
19 data to the fire reporting software known as Fire Records Management System ("Fire RMS").  
20 The Fire RMS data shall include date and time call received in the secondary Public Safety  
21 Answering Point ("PSAP") (i.e., EMS Communications phone pickup), unit alert, unit enroute,  
22 unit arrival and unit available, for all units assigned to the call. In addition, it shall send incident  
23 location, grid and call nature.

24 (11) Record all telephone and radio transmissions and provide instant playback  
25 as needed. County shall retain recordings for a minimum of four (4) years from the date of  
26 recording.

27

28

## Exhibit B

1           (12) Provide any and all reports at the request of District; provided, however,  
2 County must be given reasonable time to develop custom ad hoc reports or reports that are not  
3 already developed.

4           (13) Provide a radio operator to dispatch District Fire's apparatuses twenty-four  
5 (24) hours a day, seven (7) days a week, meeting the one hundred and twenty (120) second  
6 total Alarm Handling (TAH) as outlined below. All radio operators and call-takers must be  
7 certified by the National Academy of Emergency Dispatch at the Emergency Fire Dispatcher  
8 level, or substitute training with prior approval of District. County shall provide a radio operator,  
9 who is able to dispatch District Fire's apparatuses twenty-four (24) hours a day, seven (7) days  
10 a week. Under this Agreement, District shall compensate County for a dedicated radio operator  
11 to District's radio channel twelve (12) consecutive hours each day. The intent of the County is to  
12 combine dispatch services of District Fire with dispatch services of another fire department that  
13 also has a 12-hour dedicated radio operator to create a dedicated 24-hour radio operator that is  
14 committed to both departments. In the event that District or the other department no longer  
15 desires this arrangement, District will revert to a dedicated 12-hour radio operator, which District  
16 shall determine the specific start and end times. The remaining 12 hours will be combined with  
17 other departments on a non-dedicated basis.

18           (14) Provide a minimum of one (1) dispatch supervisor who shall be on duty at  
19 County's EMS Communications Center twenty-four (24) hours a day, seven (7) days a week  
20 and available to District's on-duty fire administration as needed.

21           (15) Maintain an up-to-date manual of District Fire's Policies and Procedures  
22 (subject to review by County's Representative, as provided in Paragraph (3) of Exhibit A herein)  
23 for all dispatch staff, and provide training and continuing education of dispatch staff as needed.

24           (16) It is the intent of both parties to achieve the recommendations outlined in  
25 the National Fire Protection Association ("NFPA") Standard 1221 for the immediate dispatch of  
26 a fire apparatus. The Total Alarm Handling (TAH) time will be measured from the time the  
27 telephone is answered by the call taker at EMS Communications Center to the time that the first  
28 fire apparatus is alerted to the incident either by radio, telephone, station alerting device or any

## Exhibit B

1 other mutually agreed upon method of alerting. The TAH times shall be one hundred and  
2 twenty (120) seconds or less in a minimum of ninety percent (90%) of incidents. The TAH time  
3 measurement will exclude reassigned responses and other situations beyond the County's EMS  
4 Communications Center control. County shall review all cases in which dispatches are over one  
5 hundred and twenty (120) seconds, and results will be evaluated for improvement opportunities  
6 by the Fire Dispatch Continuous Quality Improvement ("CQI") Committee. The Parties agree to  
7 meet and confer to refine the list of situations stated hereinabove where one hundred and  
8 twenty (120) second call processing may not be achievable. Modifications may be made to said  
9 list of situations upon written mutual agreement between County's EMS Director or designee,  
10 and District's Fire Chief or designee.

11 (17) Provide monthly reports on District key performance measures and other  
12 areas as agreed upon by the Parties.

13 (18) Provide necessary support staff to respond within ten (10) days of a District  
14 request for changes in CAD system, including GIS updates, response criteria, update of street  
15 layers, CAD/mobile software updates, protocols and CAD/RMS interface(s).

16 (19) Develop a formal quality improvement process that identifies problems by  
17 the field, formalizes a tracking mechanism, provides feedback to the sender, determines  
18 solutions, establishes timelines for correction, shares the information with all dispatch personnel  
19 and formalizes a CQI review of dispatcher performance.

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# Exhibit C

## Compensation

The County will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The County is not entitled to any compensation except as expressly provided in this Exhibit C.

County will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Jul 2024	\$16,078
2	Aug 2024	\$16,078
3	Sep 2024	\$16,078
4	Oct 2024	\$16,078
5	Nov 2024	\$16,078
6	Dec 2024	\$16,078
7	Jan 2025	\$16,078
8	Feb 2025	\$16,078
9	Mar 2025	\$16,078
10	Apr 2025	\$16,078
11	May 2025	\$16,078
12	Jun 2025	\$16,078
13	Jul 2025	\$16,560.50
14	Aug 2025	\$16,560.50
15	Sep 2025	\$16,560.50
16	Oct 2025	\$16,560.50
17	Nov 2025	\$16,560.50
18	Dec 2025	\$16,560.50
19	Jan 2026	\$16,560.50
20	Feb 2026	\$16,560.50
21	Mar 2026	\$16,560.50
22	Apr 2026	\$16,560.50
23	May 2026	\$16,560.50
24	Jun 2026	\$16,560.50
25	Jul 2026	\$17,057.25
26	Aug 2026	\$17,057.25
27	Sep 2026	\$17,057.25
28	Oct 2026	\$17,057.25
29	Nov 2026	\$17,057.25
30	Dec 2026	\$17,057.25
31	Jan 2027	\$17,057.25
32	Feb 2027	\$17,057.25
33	Mar 2027	\$17,057.25
34	Apr 2027	\$17,057.25
35	May 2027	\$17,057.25
36	Jun 2027	\$17,057.25

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agreed that District and County shall maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities through the term of this Agreement:

- (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. Each party shall obtain an endorsement to this policy naming the other party, 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 each party is excess only and not contributing with insurance provided under the other party'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.

### 2. Additional Requirements

- (A) **Verification of Coverage for District.** 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 broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto: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.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and

## Exhibit D

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) **Verification of Coverage for County.** Within 30 days after the County signs this Agreement, and at any time during the term of this Agreement as requested by the District, the County shall deliver, or cause its broker or producer to deliver, to the District, 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 District, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the County has waived its right to recover from the District, 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.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the North Central Fire Protection District, 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 District shall be excess only and not contributing with insurance provided under the County's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(C) **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.

(D) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, each party shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the policy as required in this paragraph, not less than 30 days in advance of cancellation or change.

(E) **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.

## Exhibit D

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.

- (F) **Waiver of Subrogation for District.** 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.
- (G) **Waiver of Subrogation for County.** The County waives any right to recover from the District, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the County's waiver of subrogation under this paragraph is effective whether or not the County obtains such an endorsement.
- (H) **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 of that coverage to the District.
- (I) **District's Remedy for County's Failure to Maintain.** If the County fails to keep in effect at all times any insurance coverage required under this Agreement, the District 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 of that coverage to the County.
- (J) **Subcontractors.** The District shall require and verify that all subcontractors used by the County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement.



## 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](http://www.northcentralfire.org)

## MEMORANDUM

**TO:** North Central Board of Directors

**FROM:** Timothy Henry, Fire Chief

**DATE:** March 21, 2024

**SUBJECT:** Pension Plan Actuarial Study

Under the current pension reform requirements, the District is required to have an actuarial study performed every two years. The District's plan began on January 1, 2019, and the first actuary study was completed in October 2021 for 2021/22 and 2022/23.

The attached actuarial study provides the most recent valuation results for 2023/24 and 2024/25. The valuation is based on Plan provisions, participant data, and assets provided by District staff to Foster & Foster Actuaries and Consultants, as summarized in this report.

This report reviews the District's retirement plan assuming a Discount Rate of 5.50 percent which provides an assumption the retirement system is 89% percent funded.

The Normal Costs are calculated by the value of the benefits earned during the current year by active members, along with portion of the present value of all benefits allocated to the current year. Normal Cost is the contributions necessary when added to the investment income to pay anticipated future benefits. The Normal Costs include two financial components, the employee's contribution rate and the employer's contribution rate. The Discount rate is simply the assumed annualized return on investments of fund assets.

The Actuarially Determined Contribution (ADC) includes the Normal Costs outlined above plus the Unfunded Actuarial Accrued Liability (UAAL) valuation added to the Employer Normal Cost percentage.

The District has elected PARS Moderate investment option from the inception of the plan. Foster & Foster’s confidence on returns on investments are not as strong as it was two years ago. It is the recommendation of the District’s Plan Administrator to consider a discount rate of 5.50 percent moving forward protecting the funds financial stability long-term.

Foster & Foster believes investment risk is the most significant impact on a plan, since poor returns reduce the plan’s funded status and increase required contributions. In addition, note that investment losses will increase a plan’s unfunded actuarial liability by a very large percentage. Since the plan is closed and the normal cost is small, an investment loss would increase the District’s future contributions by a very large percentage.

Foster & Foster expected returns: (Report page 12)					
Confidence Level	Capital Appreciation	Balanced	<b>Moderate</b>	Moderately Conservative	Conservative
50%	6.25%	5.75%	<b>5.50%</b>	4.50%	4.00%
55%	6.00%	5.50%	<b>5.25%</b>	4.50%	3.75%
60%	5.50%	5.25%	<b>5.00%</b>	4.25%	3.75%

**Recommended Action:** Consider and approve the results of the January 1, 2023, actuarial study provided by Foster & Foster Actuaries and Consultants and give direction to the Plan Administrator to select a discount rate of 5.50 percent with the Actuarially Determined Contribution of 27.75 percent for Safety and 25.80 for Miscellaneous.



**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

---

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[www.northcentralfire.org](http://www.northcentralfire.org)

**MEMORANDUM**

**TO:** North Central Board of Directors

**FROM:** Jonathon Kutka, Battalion Chief

**DATE:** March 21, 2024

**SUBJECT:** Resolution 24-01 Establishing the Existence of a Public Nuisance with North Central Fire Protection District and Setting of Public Hearings

---

The Weed Abatement Program is a yearly program that clears hazardous weeds and rubbish before fire season. The program is approved by the Board and implemented by staff.

Resolution No. 24-01 establishes public nuisance in North Central Fire Protection District and sets public hearings at 4:30 p.m. on:

- May 23, 2024
- June 27, 2024
- July 25, 2024
- August 22, 2024 (if necessary)

**Recommended Action:** Board adopt Resolution No. 24-01 to establish the existence of a public nuisance within the North Central Fire Protection District and set public hearing dates for May 23, 2024, June 27, 2024, July 25, 2024, and August 22, 2024, at 4:30 p.m.

**RESOLUTION NO. 24-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH CENTRAL  
FIRE PROTECTION DISTRICT ESTABLISHING THE EXISTENCE OF A PUBLIC  
NUISANCE WITHIN THE NORTH CENTRAL FIRE PROTECTION DISTRICT**

WHEREAS, annually, it is reported to the Board of Directors of the North Central Fire Protection District that weeds, as defined by Health and Safety Code section 14875, are likely to grow on streets, sidewalks, or private properties within the District's boundaries.

WHEREAS, these weeds pose a public nuisance as they are highly combustible and can cause a fire hazard when dry, as well as being noxious or dangerous to public health, and

WHEREAS, it is necessary to set public hearings at which the Board of Directors shall hear objections to the proposed weed abatement of such weeds and give any objections due consideration.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Directors of the North Central Fire Protection District proposes public hearings be set on Thursday, May 23, 2024, June 27, 2024, July 25, 2024, and August 22, 2024, at 4:30 p.m. to consider the existence of such public nuisance and hear objections to the abatement of such weeds.

The property upon which, or in front of which a nuisance exists is described by parcel number in Exhibit "A."

Passed and adopted at a regular meeting of the Board of Directors of the North Central Fire Protection District held on the 21<sup>st</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Ken Abrahamian, Board Chair

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 March 21, 2024.

**DATED:** March 21, 2024

\_\_\_\_\_  
Amanda Souza, Board Secretary

## Exhibit "A"

Exhibit "A" to Resolution No. 24-01 is a document listing over 16,000 parcels, property owners, and addresses in the District, spanning over 200 pages.

Exhibit "A" is available at <https://www.northcentralfire.org/weed-abatement>.



## 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  
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[www.northcentralfire.org](http://www.northcentralfire.org)

## MEMORANDUM

**TO:** North Central Board of Directors

**FROM:** Timothy Henry, Fire Chief

**DATE:** March 21, 2024

**SUBJECT:** Resolution 24-02 Authorizing the Disposition of Excess Property

---

District staff has identified surplus items for sale, donation, or disposal.

Resolution No. 24-02 designates certain items as surplus and authorizes the disposal of them by District staff.

The list of surplus property is as follows:

1. Tuatara E 1000 - 2020 All-Terrain Vehicle	L23DK2A33KA000576
2. Tuatara E 1000 - 2020 All-Terrain Vehicle	L23DK2A33KA000577
3. Tuatara E 1000 - 2020 All-Terrain Vehicle	L23DK2A33KA000590

**Recommended Action:** Board adopt Resolution No. 24-02, declaring the listed items as surplus and authorizing district staff to sell, donate, or dispose.

**RESOLUTION NO. 24-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH CENTRAL FIRE PROTECTION DISTRICT AUTHORIZING THE DISPOSITION OF EXCESS PROPERTY**

WHEREAS, the North Central Fire Protection District (the "District"), a California fire protection district, owns the equipment described as three (3) 2020 Model E1000 Tuartara Vehicles and incorporated herein by this reference (the "Equipment"); and

WHEREAS, Health and Safety Code section 13861 governs fire protection districts' disposal of assets and states that, "A district shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the District's purposes" including the power to "acquire any property" and to "dispose of the property for the benefit of the district.; and

WHEREAS, the Equipment is not needed for any purposes of the District; and

WHEREAS, the District desires to sell, donate, or dispose of the Equipment and retain any revenues from such sale in the District's General Fund; and

WHEREAS, the District's Board delegates to its staff any reasonable means to sell, donate, or dispose of such Equipment.

NOW, THEREFORE, BE IT RESOLVED, by the North Central Fire Protection District Board of Directors:

1. The Board hereby finds and declares the Equipment described in Exhibit "A" as three (3) 2020 Model E1000 Tuartara Vehicles are no longer needed for the purposes of the District.
2. The Board of Directors intends to sell, donate, or dispose of the Equipment and to release all District's rights, title, and interest in the Equipment.
3. The Board has authorized its staff to sell surplus equipment through electronic auction, classified advertisement, or donations to a governmental or non-profit agency, preferably within the District's boundaries.

PASSED and ADOPTED at a regular meeting of the Board of Directors of the North Central Fire Protection District, held this 21<sup>st</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Ken Abrahamian, Board Chair

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 March 21, 2024

**DATED:** March 21, 2024

\_\_\_\_\_  
Amanda Souza, Board Secretary

Exhibit "A"

1. Tuatara E 1000 - 2020 All-Terrain Vehicle	L23DK2A33KA000576
2. Tuatara E 1000 - 2020 All-Terrain Vehicle	L23DK2A33KA000577
3. Tuatara E 1000 - 2020 All-Terrain Vehicle	L23DK2A33KA000590

# February 2024

**Total Calls**  
**311**

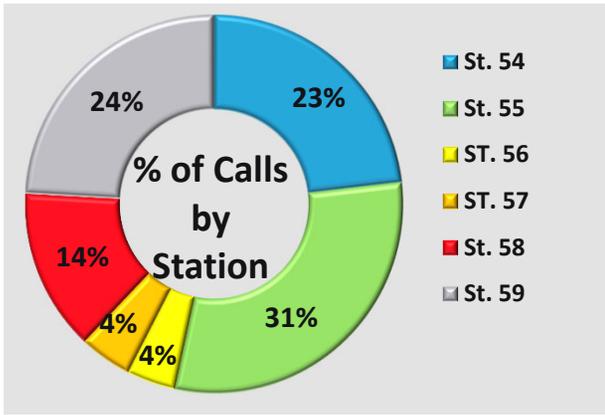
**Fire/Other**  
**10%**

**30** Fire Call Types

**103** Other Types

**EMS/Rescue**  
**57%**

**178** EMS/Rescue Call Types



**TOTAL FIRE LOSS**  
**\$111,000**

