



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
lpfd@sjgov.org
Kirk Noffsinger, Fire Chief

Board Members

President: John E. Plotz
Vice-President: Thomas G. Watkins
Secretary: David Frison
Member: Paul Castellou Jr.
Member: Kenneth Watkins III

AGENDA

BOARD OF DIRECTORS MEETING

7:00 P.M. Thursday, January 5, 2023

The Agenda for this regular meeting was posted in the lobby window of the Fire Station at least 72 hours prior to the meeting. Kirk Noffsinger – Fire Chief

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| <p>(I.) CALL TO ORDER</p> <p>(II.) ROLL CALL OF BOARD MEMBERS</p> <ul style="list-style-type: none">• John E. Plotz, Board President• Thomas G. Watkins Board Vice President• David Frison, Board Secretary• Paul Castellou Jr., Board Member• Kenneth Watkins III, Board Member <p>(III.) PUBLIC COMMENT –
(Public comment/input is welcome. All comments/input are limited to three minutes per individual)</p> <p>(IV.) MINUTES</p> <p>A. Discussion & Possible Action re: Regular Board Meeting Minutes – December 2022</p> <p>(V.) BOARD COMMITTEE REPORTS</p> <p>A. Labor Negotiations Committee Report – Board Vice President Thomas G. Watkins</p> <p>B. Finance Committee Report – Board Vice President Thomas G. Watkins</p> <p>(VI.) FINANCIAL SUMMARY AND REPORT</p> <p>A. Monthly Financial Current Events Summary for December 2022 – Fire Chief Kirk Noffsinger (Treasurer)</p> <p>(VII.) CONSENT AGENDA</p> <p>A. Discussion & Possible Action re: Approval of the December 2022 Financial Report and Expenditures</p> <p>(VIII.) CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE
(Current Event Summaries are regarding activities of the Fire District and the status and progress relating thereto)</p> | <p>A. Departmental Report – (Fire Chief Kirk Noffsinger)</p> <p>B. Union Report – (Union Representative)</p> <p>(IX.) UNFINISHED BUSINESS</p> <p>(Public comment/input is welcome before each agenda item of Unfinished and New Business. Individual comments are limited to three minutes per individual and must pertain to the specific agenda item.)</p> <p>A. Discussion & Possible Action Re: Training Prop – Single Family Residence Update</p> <p>B. Discussion & Possible Action Re: New Engine Update</p> <p>C. Discussion & Possible Action Re: San Joaquin County ARPA Funding</p> <p>D. Discussion & Possible Action Re: FEMA Regional Radio Grant</p> <p>E. Discussion & Possible Action Re: Approval of Agreement between MacLeod Watts, Inc. and the LPFD to Conduct the June 30, 2022 OPEB Valuation; FYE 2023 GASB 75 Report; FYE 2024 GASB 75 Report for an Amount \$5925.00</p> <p>(X.) NEW BUSINESS</p> <p>A. Discussion & Possible Action Re: Agreement to Become a Party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority</p> |
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(XI.) BOARD QUESTIONS AND COMMENTS

(XII.) CLOSED SESSION

A. Conference with Labor Negotiators
(§54957.6)

Agency Negotiator: Fire Chief Kirk
Noffsinger

(XIII.) ADJOURNMENT

CURRENTLY THE NEXT SCHEDULED REGULAR
BOARD MEETING

February 2 @ 7:00PM

Agenda Posted: January 2 @ or before 4:00 PM

SIGNED ORIGINAL ON FILE

DAVID FRISON, BOARD SECRETARY



LINDEN – PETERS FIRE DISTRICT

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Board Members

President: John E. Plotz
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Secretary: David Frison
Member: Paul Castillou Jr.
Member: Kenneth “Kenny” Watkins III

Minutes of Board Meeting Thursday, December 8, 2022

The meeting of the Linden–Peters Rural County Fire Protection District Board of Directors was called to order by Vice President Thomas G. Watkins at 7:00 PM, Members present: Board Secretary David Frison, Board Member Paul Castillou, Jr, and Board Member Kenny Watkins III. Members Absent: Jack Plotz L.P.F.D. on duty staff present: Fire Chief Kirk Noffsinger, Captain Jacob Reed, Lieutenant Ken Dahlenburg, FF/EN Dylan Dennis, Firefighter Jordan Davis, and Administrative Assistant Lorena Coose.

- (I.) Call to Order – 7:00 PM
- (II.) Roll Taken
Meeting minutes were taken by Administrative Assistant Lorena Coose.
- (III.) Public Comment – None
- (IV.) Minutes:
 - A. Discussion & Possible Action re: Regular Board Meeting Minutes – November 2022. Board Minutes approved on motion by K. Watkins III and seconded by D. Frison. Motion passed with a vote of 4-0.
- (V.) Board Committee Reports
 - A. Labor Negotiations Committee Report – Vice President Thomas G. Watkins reported that they met with the Labor Representative last month and the committee is still compiling information and will provide feedback to the Board.
- (VI.) Financial Summary and Report
 - A. Monthly Financial, Current events summary for November 2022 - Presented by Fire Chief Kirk Noffsinger. Fire Chief Kirk Noffsinger provided an overview of the financials for the month of November 2022 noting that the District would receive the tax income from the County in the month of December. Board Member Paul Castillou Jr. inquired about the expenses for Worker’s Compensation which was over by about \$80,000 more than this time last year. Administrative Assistant Lorena Coose noted that worker’s compensation expense was paid for the whole year vs. quarterly payments last year.
- (VII.) Consent Agenda:
 - A. Discussion & Possible Action re: Approval of the November 2022 Monthly Financial Reports and expenditures. A motion to approve the financial reports was made by P. Castillou, Jr. and seconded by D. Frison. Motion passed with a vote of 4-0.
- (VIII.) Current Events Summaries, Reports, and/or Correspondence:

Current Events for the Linden-Peters Fire District months of October 2022 was presented by Fire Chief Kirk Noffsinger.

A. Departmental Report-Fire Chief Kirk Noffsinger:

Fire Chief Kirk Noffsinger provided an update on the events and meetings held for the month of November 2022. Chief Noffsinger noted that he is still actively working on the ERAF monies. Locally, the Chief is working with the San Joaquin County Board of Supervisors on routing Prop 172 monies from the County Sherriff to County Fire Districts. Chief Noffsinger noted that the Board of Supervisors is looking at the projects submitted and will select which projects to fund soon. Captain Jacob Reed provided the Shift, Training, Fire Prevention, and Volunteer Reports. Chief Noffsinger provided an overview of the calls for the month and the Fire Investigation Unit report for November 2022.

B. Union Report – None

(IX.) Unfinished Business

A. Discussion & Possible Action Re: Training Prop – Single Family Residence Update

Captain Reed provided an update noting that he is working on plans with the building department. There have been some concerns expressed with the Training Prop being built at a different location including ownership of land, insurance coverage, ease of access, restroom access etc.

B. Discussion & Possible Action Re: New Engine Update

Fire Chief Kirk Noffsinger noted that there is no update at this time. The tank may be delayed due to materials not being available.

(X.) New Business

A. Discussion & Possible Action Re: Approval of Agreement between MacLeod Watts, Inc. and the LPFD to Conduct the June 30, 2022 OPEB Valuation; FYE 2023 GASB 75 Report; FYE 2024 GASB 75 Report for an Amount \$5925.00

After some discussion, the Board directed Chief Noffsinger to discuss valuation requirements with the District's auditor Mark Croce for further direction and to add this item to Old Business for the next meeting.

(XI.) Board Questions and Comments

There was some discussion on the battery storage unit project including the address being used by a community member; however, Board Member K. Watkins III noted that this issue has since been resolved in favor of the community member. Lt. Dahlenburg noted that he would be meeting with County officials regarding the fire alarm system.

Board Member K. Watkins III expressed concern over the election costs and possible errors with registered voters noting that 17% registered voters have not voted. Administrative Assistant Lorena Coose noted that the District did not receive election fees for the last election in 2017.

(XII.) Closed Session - None

(XIII.) Adjournment: Motion made by D. Frison and seconded by K. Watkins III to adjourn the meeting. Being there was no further discussion the motion passed with a vote of 4-0. Motion carried and so ordered at 7:43 pm.

Absent

John E. Plotz, President

Thomas G. Watkins, Vice President

David Frison, Secretary

Paul Castillou, Jr., Member

Kenneth "Kenny" Watkins III

Linden-Peters Rural County Fire Protection District

01/04/23

Balance Sheet

Accrual Basis

As of December 31, 2022

	<u>Dec 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
101 · F&M Checking- General	7,568.32
102 · F&M Zone 1 Fund	139,907.64
104 · F&M- Capital Outlay	2174242.32
106 · F&M- Benefits Reserve Fund	30,064.96
123 · F&M Equipment Replacement F...	413,052.59
124 · F&M CD	101,984.50
	<hr/>
Total Checking/Savings	2866820.33
	<hr/>
Total Current Assets	2866820.33
	<hr/>
TOTAL ASSETS	2866820.33
	<hr/>
LIABILITIES & EQUITY	0.00

01/04/23

Linden-Peters Rural County Fire Protection District
Income by Customer Summary
December 2022

	<u>Dec 22</u>
Linden County W.D.	206.17
Route 26	225.00
San Joaquin County	1,450,550.79
State of California	78,030.20
United States Treasury.	69,787.04
TOTAL	<u><u>1,598,799.20</u></u>

01/04/23

Linden-Peters Rural County Fire Protection District

Expenses by Vendor Summary

December 2022

	<u>Dec 22</u>
BG Agri	115.60
Blue Cross of California	88.05
Butte Therapy Systems	35.00
California Waste Recovery Systems	346.60
Card Services	897.60
Certified Backflow Services	75.00
Chase Chevrolet	387.70
Cintas	320.30
Comcast	374.38
County of San Joaquin	25,117.00
E.F. Kludt & Sons	1,657.06
Fail Safe Testing	870.24
Fire Districts Assn. of California	570.00
Frontier Communications	46.51
Giannini Electrical	1,854.38
Jim Avansino	908.01
Joint Radio Users Group	1,449.23
Jordan Davis-1	105.77
Ken Snyder Jr.	232.94
KG Plumbing Inc.	7,500.00
Kirk Noffsinger	116.75
Lee Owing Jr.	908.01
Linden County Water District	416.02
Linden Herald	225.00
Martin Garcia	5,578.68
MC Custom Tile Designs	6,600.00
Mike Verdon	190.34
Occu-Med, Ltd.	421.25
Overhead Door Co.	490.00
Pacific Gas & Electric	1,850.74
Perfect Tree Maintenance and Service	1,100.00
PERS Health Benefits Division	25,738.17
Premier Access Dental	1,782.60
Public Employees' Retirement System	30,538.64
San Joaquin County Mosquito & Vector C.D.	8.84
San Joaquin EMS Agency	186.00
Small Business Benefit Plan Trust	237.10
The Fire Connection	52.55
Tyler L. Watson	75.65
Vic Solari	232.94
Zylstra Auto & Hardware	102.89
TOTAL	<u>119,803.54</u>

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2022 through June 2023

	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
410-1 · Property Tax See- Z1	8,227.08	15,370.00	-7,142.92
410 · Property Tax Current Secured	1,437,553.84	2,672,400.00	-1,234,846.16
415-1 · Property Tax Unsecured - Z1	16.84	760.00	-743.16
415 · Property Tax Curr Unsecured	2,928.03	131,220.00	-128,291.97
420-1 · SB813 - Z1	77.95	800.00	-722.05
420 · SB813 Supplemental	13,450.37	140,500.00	-127,049.63
425-1 · Prior Tax - ZZ1	15.40	22.00	-6.60
425 · Prior Years	1,595.77	3,900.00	-2,304.23
440-1 · Interest Income-48901 SJC Acct	637.00	1,040.00	-403.00
450-1 · Interest - Z1	29.37	58.00	-28.63
450-2 · Interest - Benefits Reserve	6.30	12.00	-5.70
450-4 · Interest - General Fund	299.46	582.00	-282.54
450-5 · Interest -Equipment Replace F...	86.56	126.00	-39.44
450-6 · Interest - CD	0.00	153.00	-153.00
450 · Interest - Checking	1.86	6.00	-4.14
460-1 · State - Hmownrs Prop Tax	14.95	92.00	-77.05
460 · State - Hmownrs Prop Tax Relief	2,610.42	15,930.00	-13,319.58
462 · Grant Income	9,358.25		
465 · Fire Prevention Service	4,844.00	14,930.00	-10,086.00
475 · Strike Team Reimbursement	185,671.34		
480 · LCWD Fuel Reimbursement	3,001.04	4,545.00	-1,543.96
492-3 · Service Fees	389.60	4,310.00	-3,920.40
495 · Miscellaneous	16.00	2,500.00	-2,484.00
Total Income	1,670,831.43	3,009,256.00	-1,338,424.57
Expense			
500 · Personnel			
510 · Salaries - Regular	636,607.91	1,203,020.00	-566,412.09

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2022 through June 2023

	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>
512 · Salaries - Overtime	110,312.72	150,000.00	-39,687.28
513 · Salaries - FLSA	14,764.68	29,000.00	-14,235.32
514 · Salaries - Strike Team Overtime	145,452.88	0.00	145,452.88
515 · Salaries - Extra Help	0.00	22,000.00	-22,000.00
517 · Salaries - Holiday	75,625.38	80,300.00	-4,674.62
518 · Salaries - Volunteers	5,970.00	9,000.00	-3,030.00
519 · Educational Incentive	4,684.96	15,600.00	-10,915.04
521 · Retirement	413,877.06	538,946.62	-125,069.56
525 · Social Security	355.88	3,000.00	-2,644.12
527 · Social Security - Medicare	12,946.00	22,000.00	-9,054.00
530 · Insurance- Medical	141,450.30	240,000.00	-98,549.70
531 · Insurance- Medical (retirees)	22,688.99	60,000.00	-37,311.01
532 · Insurance- Dental	5,830.35	15,000.00	-9,169.65
533 · Insurance - Vision	960.32	2,500.00	-1,539.68
534 · Insurance -Life	528.30	1,400.00	-871.70
535 · Insurance- Worker's comp	107,866.00	115,000.00	-7,134.00
536 · Director's Fees	2,625.00	6,000.00	-3,375.00
Total 500 · Personnel	<u>1,702,546.73</u>	<u>2,512,766.62</u>	<u>-810,219.89</u>
540 · Vehicle & Equipment			
542 · Fuel, Lube, & Oil	19,748.88	26,000.00	-6,251.12
543 · Tires	1,845.21	3,000.00	-1,154.79
544 · Parts/Supplies	590.30	9,000.00	-8,409.70
545 · Maintenance & Repair	28,289.29	40,000.00	-11,710.71
547 · Radios	191.47	15,000.00	-14,808.53
549 · SCBA	119.00	1,000.00	-881.00
550-4 · Small Tools & Equipment	1,377.30	15,000.00	-13,622.70
551 · Medical equip, supplies, oxygen	771.06	5,000.00	-4,228.94
552 · Ladder Purchase/ Maintenance	870.24	1,000.00	-129.76

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2022 through June 2023

	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Total 540 · Vehicle & Equipment	53,802.75	115,000.00	-61,197.25
560 · Buildings & Grounds			
564 · Furniture	2,524.58	2,000.00	524.58
580 · Maintenance & Repair	33,461.21	30,000.00	3,461.21
Total 560 · Buildings & Grounds	35,985.79	32,000.00	3,985.79
600 · Supplies			
600-1 · Grant Expense-Supplies	191.47	25,000.00	-24,808.53
602 · Computer Hardware & Software	6,307.90	15,000.00	-8,692.10
606 · Office supplies	1,695.22	4,000.00	-2,304.78
607 · Postage	247.13	500.00	-252.87
608 · Station Supplies	4,710.49	10,000.00	-5,289.51
613 · Clothing-uniforms	150.01	3,000.00	-2,849.99
616 · Clothing- Safety	7,324.15	14,000.00	-6,675.85
625 · Utilities- Electric/ Gas	12,471.41	18,000.00	-5,528.59
626 · Utilities- Water	1,964.37	4,200.00	-2,235.63
627 · Utilities- Cable TV	1,376.14	2,400.00	-1,023.86
630 · Utilities - Telephone/Cell/CAD	2,861.34	6,500.00	-3,638.66
631 · Utilities - Garbage	2,095.28	4,200.00	-2,104.72
635 · Fire Fighting Foam	0.00	3,000.00	-3,000.00
Total 600 · Supplies	41,394.91	109,800.00	-68,405.09
650 · Services			
652 · Insurance/ Casul/ Eq/Bond	0.00	32,000.00	-32,000.00
655 · Annual Audit	1,350.00	17,000.00	-15,650.00
656 · S.J. Co. Tax Admin Chg	0.00	47,800.00	-47,800.00
657 · Dispatching	7,240.49	16,500.00	-9,259.51
658 · Computer Support	1,770.00	5,000.00	-3,230.00
665 · Physical Exams	2,091.25	3,300.00	-1,208.75

Linden-Peters Rural County Fire Protection District
Profit & Loss Budget vs. Actual
July 2022 through June 2023

	<u>Jul '22 - Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>
667 · Fire Prevention Bureau	2,396.77	3,500.00	-1,103.23
670 · Assoc. Memberships	845.00	4,000.00	-3,155.00
675 · Training	1,195.40	12,000.00	-10,804.60
677 · Consultant Services	525.00	3,000.00	-2,475.00
678 · Attorney Fee's	0.00	5,000.00	-5,000.00
690 · Services Contingencies	3,900.90	5,000.00	-1,099.10
691 · Bank Fees	355.25	1,000.00	-644.75
Total 650 · Services	<u>21,670.06</u>	<u>155,100.00</u>	<u>-133,429.94</u>
695 · Zone 1			
696 · Hydrant Rental	570.00	1,200.00	-630.00
697 · Fire Hose and Appliances	75.00	7,000.00	-6,925.00
698 · S.J. Co. Tax Admin Chg	25,117.00	300.00	24,817.00
699 · Fire Hydrant Purchase	0.00	7,000.00	-7,000.00
Total 695 · Zone 1	<u>25,762.00</u>	<u>15,500.00</u>	<u>10,262.00</u>
Total Expense	<u>1,881,162.24</u>	<u>2,940,166.62</u>	<u>-1,059,004.38</u>
Net Ordinary Income	<u>-210,330.81</u>	<u>69,089.38</u>	<u>-279,420.19</u>
Net Income	<u>-210,330.81</u>	<u>69,089.38</u>	<u>-279,420.19</u>

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July through December 2022

	Jul - Dec 22	Jul - Dec 21	\$ Change	% Change
Ordinary Income/Expense				
Income				
410-1 · Property Tax See- Z1	8,227.08	7,788.43	438.65	5.6%
410 · Property Tax Current Secured	1,437,553.84	1,377,379.19	60,174.65	4.4%
415-1 · Property Tax Unsecured - Z1	16.84	6.07	10.77	177.4%
415 · Property Tax Curr Unsecured	2,928.03	1,066.04	1,861.99	174.7%
420-1 · SB813 - Z1	77.95	177.62	-99.67	-56.1%
420 · SB813 Supplemental	13,450.37	31,191.60	-17,741.23	-56.9%
425-1 · Prior Tax - ZZ1	15.40	12.62	2.78	22.0%
425 · Prior Years	1,595.77	2,237.42	-641.65	-28.7%
440-1 · Interest Income-48901 SJC Acct	637.00	356.00	281.00	78.9%
450-1 · Interest - Z1	29.37	34.33	-4.96	-14.5%
450-2 · Interest - Benefits Reserve	6.30	7.57	-1.27	-16.8%
450-4 · Interest - General Fund	299.46	363.74	-64.28	-17.7%
450-5 · Interest -Equipment Replace F...	86.56	73.45	13.11	17.9%
450 · Interest - Checking	1.86	3.15	-1.29	-41.0%
460-1 · State - Hmownrs Prop Tax	14.95	15.70	-0.75	-4.8%
460 · State - Hmownrs Prop Tax Relief	2,610.42	2,729.46	-119.04	-4.4%
462 · Grant Income	9,358.25	0.00	9,358.25	100.0%
465 · Fire Prevention Service	4,844.00	2,874.00	1,970.00	68.6%
475 · Strike Team Reimbursement	185,671.34	234,341.01	-48,669.67	-20.8%
480 · LCWD Fuel Reimbursement	3,001.04	2,287.32	713.72	31.2%
492-3 · Service Fees	389.60	3,073.44	-2,683.84	-87.3%
495 · Miscellaneous	16.00	345.34	-329.34	-95.4%
Total Income	1,670,831.43	1,666,363.50	4,467.93	0.3%
Expense				
500 · Personnel				
510 · Salaries - Regular	590,709.70	572,456.96	18,252.74	3.2%
512 · Salaries - Overtime	88,681.18	59,722.96	28,958.22	48.5%

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July through December 2022

	Jul - Dec 22	Jul - Dec 21	\$ Change	% Change
513 · Salaries - FLSA	13,710.06	13,302.63	407.43	3.1%
514 · Salaries - Strike Team Overtime	145,452.88	211,319.97	-65,867.09	-31.2%
517 · Salaries - Holiday	75,625.38	70,447.68	5,177.70	7.4%
518 · Salaries - Volunteers	3,560.00	2,225.00	1,335.00	60.0%
519 · Educational Incentive	4,350.32	4,350.32	0.00	0.0%
521 · Retirement	400,088.45	366,400.36	33,688.09	9.2%
525 · Social Security	220.72	137.95	82.77	60.0%
527 · Social Security - Medicare	12,025.76	12,360.76	-335.00	-2.7%
530 · Insurance- Medical	118,465.97	112,317.05	6,148.92	5.5%
531 · Insurance- Medical (retirees)	19,131.86	28,133.40	-9,001.54	-32.0%
532 · Insurance- Dental	6,171.21	4,015.77	2,155.44	53.7%
533 · Insurance - Vision	993.34	993.34	0.00	0.0%
534 · Insurance -Life	528.30	511.05	17.25	3.4%
535 · Insurance- Worker's comp	107,866.00	23,752.00	84,114.00	354.1%
536 · Director's Fees	2,225.00	2,475.00	-250.00	-10.1%
Total 500 · Personnel	1,589,806.13	1,484,922.20	104,883.93	7.1%
540 · Vehicle & Equipment				
542 · Fuel, Lube, & Oil	18,451.62	14,199.11	4,252.51	30.0%
543 · Tires	1,845.21	1,094.02	751.19	68.7%
544 · Parts/Supplies	571.68	2,258.19	-1,686.51	-74.7%
545 · Maintenance & Repair	17,024.93	6,652.75	10,372.18	155.9%
547 · Radios	191.47	555.91	-364.44	-65.6%
549 · SCBA	119.00	0.00	119.00	100.0%
550-4 · Small Tools & Equipment	1,377.30	835.93	541.37	64.8%
551 · Medical equip, supplies, oxygen	771.06	1,983.20	-1,212.14	-61.1%
552 · Ladder Purchase/ Maintenance	870.24	0.00	870.24	100.0%
Total 540 · Vehicle & Equipment	41,222.51	27,579.11	13,643.40	49.5%
560 · Buildings & Grounds				

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July through December 2022

	Jul - Dec 22	Jul - Dec 21	\$ Change	% Change
564 · Furniture	2,524.58	3,396.00	-871.42	-25.7%
580 · Maintenance & Repair	33,461.21	4,901.48	28,559.73	582.7%
Total 560 · Buildings & Grounds	35,985.79	8,297.48	27,688.31	333.7%
600 · Supplies				
600-1 · Grant Expense-Supplies	191.47	292.20	-100.73	-34.5%
602 · Computer Hardware & Software	6,307.90	5,441.35	866.55	15.9%
606 · Office supplies	1,569.57	1,894.16	-324.59	-17.1%
607 · Postage	127.13	127.56	-0.43	-0.3%
608 · Station Supplies	3,884.41	2,761.55	1,122.86	40.7%
613 · Clothing-uniforms	150.01	0.00	150.01	100.0%
616 · Clothing- Safety	6,244.25	1,815.23	4,429.02	244.0%
625 · Utilities- Electric/ Gas	12,471.41	8,940.08	3,531.33	39.5%
626 · Utilities- Water	1,964.37	1,838.91	125.46	6.8%
627 · Utilities- Cable TV	1,168.72	1,070.29	98.43	9.2%
630 · Utilities - Telephone/Cell/CAD	2,861.34	3,379.29	-517.95	-15.3%
631 · Utilities - Garbage	2,095.28	1,813.08	282.20	15.6%
Total 600 · Supplies	39,035.86	29,373.70	9,662.16	32.9%
650 · Services				
652 · Insurance/ Casul/ Eq/Bond	0.00	6,956.00	-6,956.00	-100.0%
655 · Annual Audit	1,350.00	4,000.00	-2,650.00	-66.3%
656 · S.J. Co. Tax Admin Chg	0.00	23,047.50	-23,047.50	-100.0%
657 · Dispatching	7,240.49	8,803.24	-1,562.75	-17.8%
658 · Computer Support	1,770.00	1,770.00	0.00	0.0%
665 · Physical Exams	2,091.25	304.00	1,787.25	587.9%
667 · Fire Prevention Bureau	2,396.77	1,349.96	1,046.81	77.5%
670 · Assoc. Memberships	845.00	475.00	370.00	77.9%
675 · Training	1,195.40	964.85	230.55	23.9%
677 · Consultant Services	525.00	0.00	525.00	100.0%

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July through December 2022

	<u>Jul - Dec 22</u>	<u>Jul - Dec 21</u>	<u>\$ Change</u>	<u>% Change</u>
690 · Services Contingencies	3,803.10	343.93	3,459.17	1,005.8%
691 · Bank Fees	355.25	409.45	-54.20	-13.2%
Total 650 · Services	21,572.26	48,423.93	-26,851.67	-55.5%
695 · Zone 1				
696 · Hydrant Rental	570.00	570.00	0.00	0.0%
697 · Fire Hose and Appliances	75.00	0.00	75.00	100.0%
698 · S.J. Co. Tax Admin Chg	25,117.00	132.50	24,984.50	18,856.2%
Total 695 · Zone 1	25,762.00	702.50	25,059.50	3,567.2%
Total Expense	1,753,384.55	1,599,298.92	154,085.63	9.6%
Net Ordinary Income	-82,553.12	67,064.58	-149,617.70	-223.1%
Net Income	<u><u>-82,553.12</u></u>	<u><u>67,064.58</u></u>	<u><u>-149,617.70</u></u>	<u><u>-223.1%</u></u>



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
lpfd@sjgov.org
Kirk Noffsinger, Fire Chief

Board Members

President: John E. Plotz
Vice-President: Thomas G. Watkins
Secretary: Duane R. Brown
Member: David Frison
Member: Paul Castillou Jr.

LINDEN – PETERS FIRE DEPARTMENT MONTHLY BOARD REPORT

January 5, 2023

FINANCIAL SUMMARY AND REPORT:

For the month ending December 31, 2023

- Accounts Balance Sheet (See attached)
- Income for the Month (See attached)
- Bills Paid Listing (See attached)
- Budget Report (See attached)
- Budget Comparison Prev. Year (See attached)
- All Accounts Balanced as of December 31, 2023

CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE:

- **Meetings for the month**
 - 12/8 LPE Board meeting
 - 12/11 Volunteer Association Christmas Party
 - 12/12 LPE Labor Negotiations
 - 12/21 JRUG meeting
- **Correspondence/Events:** 12/01/2022 – Letter from Firefighters Burn Institute
- **Current Projects/Updates:** None

A SHIFT PERSONNEL: Captain J. Reed / Lieutenant K. Dahlenburg / Firefighter Engineer D. Dennis/
Firefighter J. Davis

Activities for the Month

- Responded to 17 calls for service
 - Decorated the fire station
 - Participated in Linden Tree Lighting
 - Reported an issue with the app bay door not opening with the wall button
 - Reported that the Backflow device passed testing
 - Reported that the E53 air conditioner/heater is not blowing out of the main vents
 - Reported that Saw4 hard start was repaired
 - Reported that U51 and C51 smog was completed
 - Completed an inspection at Hyponex
-

- Completed an inspection at Norman’s Nursery
- Participated in Linden Light Parade
- Completed a driveway inspection

B SHIFT PERSONNEL: Captain B. Ruegsegger / Lieutenant J. Goins / Firefighter Engineer M. Garcia/
Firefighter Engineer M. Verdon

Activities for the Month

- Responded to 21 calls for service
- Updated the Emergency Response Card for AGI Manufacturing and the North County Recycling Center & Sanitary Landfill
- Reported that the plumber installed a new urinal in downstairs bathroom, pulled and reset existing toilet in main downstairs bathroom; installed toilet and shower fixtures in upstairs bathroom
- Installed new receptacle in water heater closet in existing electrical box

C SHIFT PERSONNEL: Captain M. Mojalli / Lieutenant R. Ruegsegger/ Firefighter Engineer T. Watson / Firefighter Engineer B. Wright

Activities for the Month

- Responded to 32 calls for service
- Replaced two upstairs smoke alarms
- Ordered two 55-gallons of foam
- Reported that Overhead Door found a loose wire that was causing the door not to open with the wall button.
- Attended a portable/mobile radio meeting at MKE
- Reported that E53 was sent to Interstate Truck for the blower defaulting to defrost mode

DEPARTMENT FIRE PREVENTION REPORT:

- Projects: Bellota Sub Station Power Storage Project, Sambado Walnut Storage, Morada Produce Walnut Addition, and LUSD Solar Project
- Issued three permits
- Chief Noffsinger and Lt. Dahlenburg met with San Joaquin County to discuss possible changes to the MOU. More information to follow next month.

ON DUTY TRAINING:

Fire Scene Ops: Ladder Throws & Carries/HazMat Refresher
EMS: EMS Patient Assesment
LPE Policy: Lexipol Policy Review
Safety: First Responder Operations Level Refresher (MOD 1-4)

FIRE VOLUNTEERS, FIRE CADETS, AND VOLUNTEER FIREFIGHTERS ASSOCIATON

ACTIVITIES: 2022 Volunteer Association Rib Feed raised \$23,057.42.

Department Report – 01/2023

LINDEN - PETERS FIRE DISTRICT				MONTH - YEAR:	Dec-22
INCIDENT TYPE	NO.	POSTED	CANCELED	PAID STAFF	
STRUCTURE FIRE	1			102 B. RUEGSEGGER	12
VEGETATION FIRE	2		1	106 M. MOJALLI	4
VEHICLE FIRE	2			108 J. REED	2
FIRE OTHER	1			105 J. GOINS	3
EMS CALL	34	1		107 K. DAHLENBURG	7
MVA	8			110 R. RUEGSEGGER	3
RESCUE CALL				111 T. WATSON	
HAZARDOUS CONDITION	5			118 M. GARCIA	2
SERVICE CALL (NON EMERGENCY)	4		1	119 M. VERDON	3
GOOD INTENT CALLS	2			120 B. WRIGHT	1
FALSE ALARMS	5		1	122 D. DENNIS	1
WEATHER / DISASTER				123 J. DAVIS	1
SPECIAL INCIDENTS/OTHER	6	1	2		
TOTAL FOR THE MONTH:	70			TOTAL:	39
TOTAL FOR THE YEAR:	721			VOLUNTEER STAFF	STA COV.
PREVIOUS YEAR COMPARISON		Diff	%	117 G. SCHAEDE (VFF)	31
MONTH:	62	8	11%	152 P. WHITAKER (VFF)	4
YEAR:	865	-144	-20%	166 A. RUEGSEGGER (VPF)	26
				160 A. PHELPS (VPF)	
				167 F. TRUJILLO (VPF)	1
DAY CALLS (8AM - 5PM):	29			TOTAL:	62
NIGHT CALLS (5PM - 8AM):	41				
CALLS PER SHIFT					
A:	17				
B:	21				
C:	32				
AUTOMATIC AID					
	GIVEN	POSTED	CANCELED	RECEIVED	
WATERLOO MORADA (WMR)	6		4	3	
MOKELUMNE (MKE)	2		1	5	
CLEMENTS (CLE)				1	
FARMINGTON (FAR)	1		1		
FRENCH CAMP FIRE (FRC)					
COLLEGEVILLE (CVG)					
STOCKTON (STO)					
MONTEZUMA (ZUM)					
LODI (LOD)					
WOODBIDGE (WOO)					
LIBERTY (LIB)					
MOUNTAIN HOUSE (MHU)					
ESCALON (ESL)					
RIPON (RIP)					
CALAVERAS CONSOLIDATED	1			1	
LATHROP MANTECA (LMD)					
CalFire (TCU)	1		1	1	
OES, XSJ, EOC, SQF, VNC, BEU, MMU					
TOTAL:	11	0	7	11	

LEGEND

- FIU callout - conducted by LPFD investigator
- FIU callout - NOT conducted by LPFD investigator
- In District investigation, not a county FIU callout

San Joaquin County Joint Fire Investigation Unit

Agency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Escalon	1											
Ripon												
Lathrop-Manteca												
Farmington												
Linden-Peters												
Clements												
Woodbridge				1					1			
South County Fire Authority												
French Camp/Mountain House							1					
Liberty												
Mokelumne												
Collegeville												
Waterloo-Morada						1					1	
Thornton						1	1					
Montezuma												
Lodi												
Stockton		2						1				
Manteca												
Total FIU Callouts	1	2	0	1	0	2	2	1	1	0	1	0

January

Escalon – Structure fire with fatality. Covered by George Wells (WMR).

February

Stockton – Structure fire with one fatality. 3434 Higgins Ave. Covered by Brandon Wright off duty.

Stockton – Commercial structure fire. Covered by Brandon Wright off duty and Tim Enright (STO).

March - None

April

Woodbridge – Structure fire 18644 N Lower Sacramento Rd #19. Covered by Josh Burke (LMD) off duty.

Meeting – Lathrop-Manteca Station 35

May - None

June

Waterloo Morada – Structure fire. Fully involved barn. Foppiano/Ashley. Covered by George Wells (WMR) and Martin Garcia (on duty).

Thornton – Structure fire. Requested by Woodbridge Fire. Juan Gallardo (CLE) responded but got canceled.

July

French Camp/Mountain House – Building Fire 11160 McKinley Ave. Covered by Martin Garcia on duty.

Thornton – Structure Fire 6811 W Woodbridge Rd. Covered by Martin Garcia, George Wells (WMR), and Bill Fisk (FRC)

FIU meeting at Frech Camp Fire Department

August

Stockton – I5 / Brush Creek. Covered by Brandon Wright (LPE) on duty, Ryan Smart (STO).

September

Woodbridge/waterloo Morada – multiple grass fires next to Micke Grove

October

Woodbridge/Waterloo Morada -Work continues with SJSO on serial fires along Pearson Rd

November

Waterloo Morada – Structure fire at 10141 N Garnet Ave. attached garage fire extended into living areas. Covered by Brandon Wright (LPE) off duty, Martin Garcia (LPE) on duty, George Wells (WMR), Jaime Ramirez (WOO), Scott Smithhart (WMR)

December - None



FIREFIGHTERS BURN INSTITUTE

3101 Stockton Blvd • Sacramento, CA 95820 • (916) 739-8525 • www.ffburn.org

December 1, 2022

Michael Verdon
Linden Fire
17725 E HWY 26
Linden, CA 95236



Dear Linden Fire,

On behalf of the Firefighters Burn Institute, we would be honored to welcome back Linden Fire as a participant in the **2023 Firefighters "Fill the Boot for Burns" Boot Drive!** Please accept this invitation to dozens of fire agencies throughout California in celebrating the *50th Anniversary of the Firefighters Burn Institute* by hosting a 2023 Boot Drive and helping make a positive difference in the lives of burn survivors and fellow firefighters.

Over the past several years your department has played an essential role in raising funds for the Firefighters "Fill the Boot for Burns" Boot Drive. We hope you will join us again this year. As coordinator of your Boot Drive, you are helping improve the quality and availability of burn treatment and burn recovery programs. Your fundraising efforts go a long way in making a difference in the lives of those who have suffered the tragedy of a serious burn injury.

Enclosed you will find a Boot Drive Coordinator Contact Form. Please email the completed form to our Satellite Boot Drive Coordinator, Kristen Graham at kristen@ffburn.org or mail it to 3101 Stockton Blvd, Sacramento, CA 95820. Upon receiving your form we will order all necessary materials for your Boot Drive. We will also follow up to see how we can assist you in planning your 2023 Boot Drive fundraiser.

Thank you again for your commitment and continued support of the Firefighters Burn Institute. With your help we will continue to expand and improve critical burn programs for children, adults and firefighters.

With Our Sincerest Thanks,

Joe Pick
Executive Director, Firefighters Burn Institute
Retired Captain, Sacramento Metro Fire District

Rachel Crowell
Assistant Director, Firefighters Burn Institute
Boot Drive Coordinator

Encl: Boot Drive Coordinator Contact Form (please complete and return)

Cc: Chief Kirk Noffsinger



Subject: Approval of Agreement for MacLeod Watts, Inc.
to conduct the FYE 2022 OPEB Valuation, FYE 2023 GASB 75 Report
and the FYE 2024 GASB 75 Report

Page 1 of 1

ACTION ITEM: **APPROVAL OF AGREEMENT FOR MACLOED WATTS, INC
TO CONDUCT THE FYE 2022 OPEB VALUATION, FYE 2023
GASB 75 REPORT, AND THE FYE 2023 GASB 75 REPORT**

LEAD STAFF: **KIRK NOFFSINGER
FIRE CHIEF**

BUDGET: **\$5,925.00**

DISCUSSION:

The District provides medical coverage for retirees. As a part of the annual financial audit process, the District is required to report information regarding the other postemployment benefits (OPEB) liabilities.

ACTION:

Staff requests that the Board approve the agreement between MacLeod Watts, Inc. and the LPFD to Conduct the June 30, 2022 OPEB Valuation; FYE 2023 GASB 75 Report; FYE 2024 GASB 75 Report for an amount of \$5925.00.

MacLeod Watts

November 17, 2022

Ms. Lorena Coose
Administrative Assistant
Linden-Peters Fire Department
17725 East Highway 26
Linden, CA 95236

Re: Engagement Letter for OPEB Actuarial Valuation Services

Dear Ms. Coose:

We are sending this letter to serve as MacLeod Watts' proposal to prepare an updated actuarial valuation of other postemployment benefits (OPEB) liabilities Linden-Peters Fire Department. This valuation and related reports are intended to assist the Department with ongoing compliance with GASB Statement 75.

Although GASB 75 requires that updated calculations be prepared after the close of every fiscal year end, each valuation may typically be used for two years in the development of your plan accounting under GASB 75. We propose the following projects be completed to assist the Department:

1. *Preparation of a new biennial actuarial valuation as of June 30, 2022.* This valuation serves as the foundation of information needed for the Department's GASB 75 reporting.
2. *FYE 2023 GASB 75 report* (measurement date June 30, 2022; uses June 2022, valuation)
3. *FYE 2024 GASB 75 report* (measurement date June 30, 2023; uses June 2022, valuation)

The **data request** for the June 30, 2022, valuation will include a file for gathering the employee data, a questionnaire about benefit eligibility and amounts, healthcare premiums, recent benefits paid and other documentation. **Benefits to be valued** will be based on the Department's current plan provisions. This proposal assumes there have been no changes to benefits provided since the prior actuarial report. *If benefits have changed, please let us know.*

Timing and fees: This proposal covers more than one project. We expect to complete the new valuation and FYE 2023 GASB 75 report in 30-45 days after we receive all requested data. The FYE 2024 report should be completed in 15-20 days after we receive the year end data. The fees we propose for these projects are shown on the next page.

If you are comfortable with the project as outlined and the fees quoted, please return a signed copy back to us by email. We appreciate the opportunity to work with the Department on this assignment.

Cordially,



Catherine L. MacLeod, FSA, FCA, EA, MAAA
Principal & Consulting Actuary



Professional Service Fees for This Project

June 30, 2022, Actuarial Valuation and GASB 75 Report for FYE June 30, 2023 **\$4,425**
(Measurement Date: 6/30/2022; Val Date 6/30/2022)

A new valuation will remeasure plan liabilities in preparation of the plan’s required accounting and disclosures for FYE 2023 and 2024. The process will include reconciliation of liabilities to the most recent valuation by providing a plan gain/loss analysis by source. This fee includes all conference calls, as needed, to review the valuation results with the Department.

We will prepare the valuation report, including GASB 75 information, after all year end information is available. If preliminary accounting information is needed sooner, please let us know.

FYE June 30, 2024, GASB 75 Report **\$1,500**
(Measurement Date: 6/30/2023; Val Date 6/30/2022)

We assume no material unanticipated changes in plan population, premiums or benefits between June 30, 2022, and June 30, 2023. If there have been material changes, then a new valuation may be required. The final report will be issued after the close of the 2024 fiscal year when total benefit payments made to retirees during fiscal year 23/24 are known.

Out-of-Scope Services: Examples of work beyond scope of the projects described above that will, if needed, result in additional fees:

- 1) breakout of results by subgroups; 2) required data analysis in excess of 4 hours; 3) prefunding illustrations; 4) material changes to benefits or eligible members; 5) in person meetings; 6) auditor assistance in excess of 2 hours; 7) required crossover tests if the Department should start prefunding; 8) consulting or actuarial projections relating to possible plan redesign, experience studies or long-term forecasting.

Should out-of-scope services be needed, our hourly rates are:

Consultant	2022 Hourly Rate
Senior Actuarial Consultants	\$390
Actuarial Consultants	305-365
Actuarial Analysts	170-280
Administrative Staff	110-140

If the Department approves the fees and terms described above, please sign and date below.

Accepted: _____ Date: _____

Printed Name: _____ Title: _____



**CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY (JPRIMA)**

**COVERAGE PROPOSAL
Linden-Peters Rural County Fire Protection District**

**COVERAGE PERIOD
1/1/2023 - 4/1/2023**

**PRESENTED BY:
Dohrmann, An Alera Group Insurance Agency LLC**



**Insurance Administrator
www.alliedpublicrisk.com
Allied Community Insurance Services, LLC
CA License Number: 0L01269
National Producer Number: 17536322**



PREMIUM SUMMARY

NOTE: This proposal is prepared from information supplied to us on the application submitted by you or insurance broker. It may or may not contain all terms requested on the application. Coverage is provided by the JPRIMA Memorandum of Coverage (MOC) and subject to its terms, exclusions, conditions and limitations. A specimen MOC is available for your review, as is the JPRIMA Member Agreement. Enrollment in the JPRIMA requires execution of the JPRIMA Member Agreement as well as membership in the California Association of Mutual Water Companies (Cal Mutuals).

PAGE	COVERAGE SECTION		PREMIUM
3-7	SECTION 1. PROPERTY (Property, Equipment Breakdown & Mobile Equipment, if offered in the section)	\$	1,515.00
8	SECTION 2. COMMERCIAL CRIME	\$	124.00
9-10	SECTION 3. COMMERCIAL GENERAL LIABILITY	\$	1,383.00
11	SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY (Wrongful Acts, Employment Practices & Employee Benefits, Privacy and Network Risk, if offered in the section)	\$	1,094.00
12	SECTION 5. BUSINESS AUTO	\$	1,598.00
13	SECTION 6. COMMERCIAL EXCESS LIABILITY	\$	1,122.00
MEMBER CONTRIBUTION		\$	6,836.00
JPRIMA ADMINISTRATION FEES		\$	784.00
TOTAL AMOUNT DUE*		\$	7,620.00
*Payment is due within thirty (30) days of binding.			

NOTES:

The JPRIMA MOC has a common anniversary date of April 1, 2022.

Your proposal is being pro-rated from your current effective date to April 1, 2023.

Annual Contribution: \$27,648 + \$2,864 (Fees) = \$30,512.

Terrorism coverage is automatically included for Property and General Liability.

Renewal terms are subject to a completed application. Exposure changes may result in a premium increase.

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 1. PROPERTY*

***PROPERTY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Proprietary & Integrated

LIMITS:

Blanket Property: (Real Property & Business Personal Property)	\$3,104,041
Blanket Coverage Extension: A separate blanket limit that applies to the following coverages: Business Income, Extended Business Income, Commandeered Property, Civil Authority, Extra Expense, Tenant Leasehold Interest, Electronic Data, Preservation of Property.	\$1,000,000
Equipment Breakdown / Boiler & Machinery:	Included
Mobile Equipment (scheduled):	N/A
Mobile Equipment (unscheduled, maximum \$10,000 any one item):	\$25,000
Mobile Equipment (borrowed, rented & leased):	\$50,000
Flood Zone X(unshaded)/C:	N/A

DEDUCTIBLES:

\$5,000	Property
\$2,500	Mobile Equipment
N/A	Unmanned Aircraft (Drone)
\$5,000	Equipment Breakdown (aboveground & less than 50 feet belowground)
\$5,000	Equipment Breakdown (greater than 50 feet belowground)
N/A	Flood Zone X(unshaded)/C (per occurrence)

COVERAGE HIGHLIGHTS:

- Blanket Property Limits & Blanket Coverage Extension Limits
- No Coinsurance
- Equipment Breakdown
- Broad Definition of Covered Property
- Proprietary Coverage Extensions

VALUATION:

- Replacement Cost: Real Property & Business Personal Property
- Actual Cash Value: Mobile Equipment
- Actual Loss Sustained: Loss of Income & Expenses
- Market Price: Fine Arts

KEY EXCLUSIONS:

- Earthquake & Earth Movement
- Flood (unless coverage is designated above, such coverage would be limited to locations in Zone X(Unshaded)/C only)

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

SPECIAL COVERAGES:

- **New Locations or Newly Constructed Property:**
Pays up to \$1,000,000 for your new real property while being built on or off described premises as well as real property you acquire, lease or operate at locations other than the described premises; and business personal property located at new premises.
- **Utility Services – Direct Damage, Business Income & Expense:**
Pays up to \$250,000 for covered property damaged by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss and does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. Separate limits apply to Direct Damage and Business Income/Expense.
- **Pollution Remediation Expenses:**
Pays up to \$100,000 or \$250,000 for remediation expenses resulting from a Covered Causes of Loss or Specified Cause of Loss occurring during the coverage period and reported within 180 days. Covered Causes of Loss means risks of direct physical loss unless the loss is excluded or limited by the Property Coverage Form. Specified Cause of Loss means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow; ice or sleet; water damage; and equipment breakdown.
- **SCADA Upgrades:**
Pays up to \$100,000 to upgrade your scheduled SCADA system after direct physical loss from a Covered Cause of Loss. The upgrade is in addition to its replacement cost. SCADA means the Supervisory Control and Data Acquisition system used in water and wastewater treatment and distribution to monitor leaks, waterflow, water analysis, and other measurable items necessary to maintain operations.
- **Contract Penalties:**
Pays up to \$100,000 for contract penalties you are required to pay due to your failure to deliver your product according to contract terms solely as a result of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- **Contamination:**
Pays up to \$250,000 for loss or damage to covered property because of contamination as a result of a Covered Cause of Loss. Contamination means direct damage to real property and business personal property caused by contact or mixture with ammonia, chlorine, or any chemical used in the water and / or wastewater treatment process.
- **Property In Transit:**
Pays up to \$100,000 for direct physical loss or damage to covered property while in transit more than 1000 feet from the described premises. Shipments by mail must be registered for covered to apply. Electronic data processing property and fine arts are excluded.
- **Unintentional Errors:**
Pays up to \$250,000 for any unintentional error or omission you make in determining or reporting values or in describing the covered property or covered locations.

KEY DEFINITIONS

■ **Real Property:**

The buildings, items or structures described in the Declarations that you own or that you have leased or rented from others in which you have an insurable interest. This includes:

- Aboveground piping;
- Aboveground and belowground penstock; but only if such penstock is scheduled in the policy;
- (If not covered by other insurance): Additions under construction, alterations and repairs to the “real property” or structure, material, equipment supplies and temporary structures on or within 100 feet of the described premises, used for making additions, alterations or repairs to the “real property” or structure;
- Buildings;
- Business personal property owned by you that is used to maintain or service the real property or structure or its premises, including fire-extinguishing equipment; outdoor furniture, floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- Completed additions;
- Exterior signs, meaning neon, automatic, mechanical, electric or other signs either attached to the outside of a building or structure, or standing free in the open;
- Fixtures, including outdoor fixtures;
- Glass which is part of a building or structure;
- Light standards;
- Paved surfaces such as sidewalks, patios or parking lots;
- Permanently installed machinery and equipment;
- Permanent storage tanks;
- Solar panels;
- Submersible pumps, pump motors and engines;
- Underground piping located on or within 100 feet of premises described in the Declarations;
- Underground vaults and machinery.

■ **Business Personal Property:**

The property you own that is used in your business including:

- Furniture and fixtures;
- Machinery and equipment;
- Computer equipment;
- Communication equipment;
- Labor materials or services furnished or arranged by you on personal property of others;
- Stock;
- Your use interest as tenant in improvements and betterments.
- Leased personal property for which you have a contractual responsibility to insure.

■ **Pollution Conditions:**

The discharge, dispersal, release, seepage, migration, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, minerals, chemical elements and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

KEY DEFINITIONS *(continued)***■ Remediation Expenses:**

Expenses incurred for or in connection with the investigation, monitoring, removal, disposal, treatment, or neutralization of pollution conditions to the extent required by: (1) Federal, state or local laws, regulations or statutes, or any subsequent amendments thereof enacted to address pollution conditions; and (2) a legally executed state voluntary program governing the cleanup of "pollution conditions."

■ Outdoor Property:

Fixed or permanent structures that are outside covered real property including but not limited to:

- Historical markers or flagpoles;
- Sirens, antennas, towers, satellite dishes, or similar structures and their associated equipment or structures;
- Exterior signs not located at a premises;
- Fences or retaining walls;
- Storage sheds, garages, pavilions or other similar buildings or structures not located at a premises; or
- Dumpsters, concrete trash containers, or permanent recycling bins;

■ Equipment Breakdown:

Direct damage to mechanical, electrical or pressure systems as follows:

- Mechanical breakdown including rupture or bursting caused by centrifugal force;
- Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires;
- Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;
- Loss or damage to steam boilers, steam pipes, steam engines or steam turbines; or
- Loss or damage to hot water boilers or other water heating equipment;
- If covered electrical equipment requires drying out as a result of a flood, we will pay for the direct expenses for such drying out.
- None of the following are covered objects as respects to equipment breakdown:
 - a. Insulating or refractory material;
 - b. Buried vessel or piping;
 - c. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - (1) Feed water piping between any boiler and its feed pump or injector;
 - (2) Boiler condensate return piping; or
 - (3) Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes;
 - d. Structure, foundation, cabinet or compartment containing the object;
 - e. Power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
 - f. Conveyor, crane, elevator, escalator or hoist, but not excluding any electrical machine or electrical apparatus mounted on or used with this equipment; and
 - g. Felt, wire, screen, die, extrusion, late, swing hammer, grinding disc, cutting blade, cable chain, belt, rope, clutch late, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement.



PROPERTY SUBLIMITS:

Coverage	Limit
Accounts Receivable	\$500,000
Valuable Papers and Records	\$500,000
Tools and Equipment Owned by Your Employees	\$5,000
Personal Effects and Property of Others	\$5,000
Fine Arts	\$25,000
Contamination	\$250,000
Indoor and Outdoor Signs (unscheduled)	\$50,000
Outdoor Property (unscheduled)	\$100,000
New Locations or Newly Constructed Property	\$1,000,000
Business Personal Property at New Locations	\$1,000,000
Backup/Overflow of Water from Sewer, Drain, Sump	\$250,000
Utility Services - Direct Damage	\$250,000
Utility Services – Business Income and Extra Expense	\$250,000
Dependent Business Premises	\$250,000
Property at Other Locations	\$250,000
Pollution Remediation Expense (specified cause of loss)	\$250,000
Pollution Remediation Expense (covered cause of loss)	\$100,000
Contract Penalties	\$100,000
SCADA Upgrades	\$100,000
Property in Transit	\$100,000
Limited Coverage for “Fungus”, Wet Rot or Dry Rot	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Devices	\$25,000
Key and Lock Replacement Expenses	\$25,000
Trees, Shrubs & Plants (maximum \$1,000 any one item)	\$25,000
Arson Reward	\$10,000
Rental Reimbursement – Mobile Equipment	\$10,000
Cost of Inventory or Adjustment	\$5,000
Non-Owned Detached Trailers	\$5,000
Water Contamination Notification Expense	\$5,000
Patterns, Dies, Molds, Forms	\$2,500
Debris Removal	25% of debris removal expense + \$250K
Ordinance or Law Provision	100% of scheduled limit plus 25%

NOTES:

Flood and Earthquake coverages are excluded.

Endorsements to be included:

- **Emergency Services Portable Equipment** included under definition of BPP

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 2. COMMERCIAL CRIME*

***COMMERCIAL CRIME IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor’s Rating

FORM:

- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

EMPLOYEE THEFT	FORGERY OR ALTERATION	INSIDE THE PREMISES Theft of Money and Securities	INSIDE THE PREMISES Robbery or Safe Burglary or Other Property	OUTSIDE THE PREMISES	COMPUTER FRAUD	FUNDS TRANSFER FRAUD	MONEY ORDERS & COUNTERFEIT PAPER CURRENCY
\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

DEDUCTIBLE:

\$1,000 each claim

DESIGNATED EMPLOYEE BENEFIT PLAN(S):

COVERAGE HIGHLIGHTS:

- Separate Limits Apply to Each Coverage
- Coverage Extended to Directors and Authorized Volunteers
- Faithful Performance

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 3. GENERAL LIABILITY*

***GENERAL LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Occurrence
- Defense Costs Outside the Limit
- Proprietary & Integrated

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

Per Occurrence	\$1,000,000
General Aggregate	\$10,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal & Advertising Injury Limit	\$1,000,000
Damage to Premises Rented to You	\$1,000,000
Medical Payments	\$10,000

DEDUCTIBLE:

N/A

COVERAGE HIGHLIGHTS:

- Duty to Defend
- Broad Definition of Enrolled Named Member
- Blanket Additional Enrolled Named Member
- Water & Wastewater Testing Errors & Omissions
- Expanded Pollution Liability
- Failure to Supply (no ISO limitation)
- Lead (potable water)
- Waterborne Asbestos (potable water)
- Product Recall
- Impaired Property
- Fungi & Bacteria

OPTIONAL COVERAGE(S):

Inverse Condemnation

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

SPECIAL COVERAGES:

- **Water & Wastewater Testing Errors & Omissions:**
Coverage is provided for damages arising out of an act, error or omission which arises from your water or wastewater testing.
- **Failure To Supply:**
Coverage is provided for bodily injury or property damage arising out of the failure of any Enrolled Named Member to adequately supply water.
- **Waterborne Asbestos:**
Coverage is provided for bodily injury or property damage from waterborne asbestos arising out of potable water which is provided by you to others.
- **Contractual Liability - Railroads:**
Coverage is provided for any contract or agreement that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. Available via endorsement only.
- **Pollution:**
Coverage is provided for bodily injury or property damage which occurs or takes place as a result of your operations and arises out of the following:
 - Potable water which you supply to others;
 - Chemicals you use in your water or wastewater treatment process;
 - Natural gas or propane gas you use in your water or wastewater treatment process;
 - Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
 - Your application of pesticide or herbicide chemicals if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
 - Smoke drift from controlled or prescribed burning that has been authorized and permitted by an appropriate regulatory agency.
 - Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts
 - Escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if property damage occurs away from land you own or lease.
 - Sudden and accidental events that are neither expected nor intended by an Enrolled Named Member. However, no coverage is provided under this exception for petroleum underground storage tanks.
- **Damage to Impaired Property or Property Not Physically Injured**
Coverage is provided for bodily injury or property damage arising from your potable water, nonpotable water, or wastewater as well as any loss of use of other property arising out of sudden and accidental physical injury to “your product” or “your work” after it has been put to its intended use.
- **Fungi or Bacteria**
Coverage is provided for bodily injury or property damage arising from any “fungi” or bacteria that are, are on, or are contained in a good or product intended for consumption; or to any injury or damage arising out of or caused by your water, irrigation, or wastewater intake, outtake, reclamation, treatment and distribution processes.
- **Recall of Products, Work or Impaired Property**
Coverage applies to any injury or damage arising out of or caused by your potable water, nonpotable water, or wastewater for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: “Your product”; “Your work”; or “Impaired property”; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

NOTES:

Endorsements to be included:

- **Healthcare Professional Liability** added under Professional Activity
- **Firefighting Pollution Liability** added under Pollution Exclusion Exceptions
- **Class B Foam** exclusion will be attached

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.

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SECTION 4. PUBLIC OFFICIALS & MANAGEMENT LIABILITY*

***PUBLIC OFFICIALS & MANAGEMENT LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Proprietary & Integrated
- Claims Made
- Defense Costs Outside the Limits of Liability

RATING BASIS:

- On file with underwriter
- Non auditable

LIMITS:

Wrongful Acts	\$1,000,000 per act
Employment Practices (including third party discrimination)	\$1,000,000 per offense
Employee Benefit Plans	\$1,000,000 per act
Injunctive Relief	\$5,000 per act
	\$10,000,000 aggregate limit

PRIVACY LIABILITY AND NETWORK RISK¹:

Privacy & Network Security Wrongful Acts (Coverage A Only)	\$1,000,000 per act
¹ Coverage provided for Privacy Liability & Network Risk Coverage is issued on a claims made basis with defense inside the limit of liability. Coverage is limited only to the Primary policy. Privacy Retroactive Date: 1/1/2012. Privacy Deductible: \$10,000.	
*\$1,000,000 maximum annual aggregate applies per Enrolled Named Member, with a \$2,000,000 coverage form aggregate applicable to all participating Enrolled Named Members.	

OPTIONAL COVERAGE(S):

Inverse Condemnation

RETROACTIVE DATE:

1/1/1997

DEDUCTIBLE:

\$10,000 Each Claim including expenses

EPL DEDUCTIBLE:

\$25,000 Each Claim including expenses

COVERAGE HIGHLIGHTS:

- Duty To Defend
- Broad Definition of Enrolled Named Member including Past and Future Employees
- Outside Directorship

NOTES:

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 5. BUSINESS AUTO*

***BUSINESS AUTO IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor’s Rating

FORM:

- ISO Business Auto
- Proprietary Endorsements

PORTFOLIO:

Coverage	Symbol	Limit
Combined Single Limit for Bodily Injury & Property Damage (each accident)	1	\$1,000,000
Hired Auto Liability	8	\$1,000,000
Non-Owned Auto Liability	9	\$1,000,000
Medical Payments	2	\$5,000
Uninsured / Underinsured Motorists	2	\$1,000,000
Hired Physical Damage	8	\$100,000
Owned Physical Damage – Comprehensive	2	ACV
Owned Physical Damage – Collision	2	ACV
Fleet Automatic		Included

DEDUCTIBLE:

Liability: None
Comprehensive: \$2,000
Collision: \$2,000

POLICY HIGHLIGHTS:

- Fleet Automatic Coverage
- Commercial Auto 360 Endorsement
- Pollution Liability – Broadened Coverage for Coverage Autos

NOTES:

Please refer to the auto worksheet provided for per unit coverage information.

Auto deductible is \$5,000 for vehicles valued > \$100k

Endorsements to be included:

- Agreed Value for Emergency Apparatus
- Physical Damage to Personal Auto Endorsement
- Auto, Symbol 10

COVERAGE PROPOSAL FOR MEMBER: Linden-Peters Rural County Fire Protection District

EFFECTIVE DATE: 1/1/2023 - 4/1/2023

DISCLAIMER: Actual coverage is subject to the language of the MOC as issued.



SECTION 6. EXCESS LIABILITY*

***EXCESS LIABILITY IS INCLUDED IN THE PROPOSAL: Yes**

ISSUER:

- California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority (JPRIMA)
- No Joint and Several Liability for Members
- 100% Reinsured

REINSURER:

- A XV (Excellent) A.M. Best Rating
- A-Strong Standard & Poor's Rating

FORM:

- Following Form
- Proprietary

LIMITS:

\$4,000,000/\$4,000,000

SCHEDULED UNDERLYING POLICIES:

Commercial General Liability -Yes
 Hired and Non-Owned Auto Liability - Yes
 Owned Auto Liability - Yes
 Public Officials & Management Liability - Yes
 Wrongful Acts -Yes
 Employment Practices - Yes
 Employee Benefit Plans - Yes
 Employers' Liability: *(minimum underlying limit requirement of \$500,000 / \$500,000 / \$500,000)* - Yes
 Other:

NOTABLE EXCLUSION:

- Workers' Compensation
- Uninsured Motorists / Underinsured Motorists
- Underlying Limits < \$1,000,000 except for Employers' Liability

NOTES:

Employers' Liability subject to JPRIMA minimum security requirements.
Please provide current WC declaration page for EL consideration in Excess line.

**Amended Joint Powers Agreement
Creating the
California Association of Mutual Water Companies
Joint Powers Risk and Insurance Management Authority**

THIS AGREEMENT is made and entered into in the County of Los Angeles, State of California, by and among the Companies and Districts, as defined herein, organized and existing under the laws of the State of California, which are parties signatory to this Agreement and listed in Appendix "A," which is attached hereto and made a part hereof. Said Companies and Districts are sometimes referred to herein as "parties" or "Members."

RECITALS

WHEREAS, subdivision (a) of California Government Code Section 6525 authorizes a mutual water company and a public agency to enter into a joint powers agreement for the purpose of jointly exercising any power common to those contracting parties, and, effective January 1, 2016, subdivision (b)(1) of California Government Code Section 6525 provides that a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Government Code Section 990.8; and

WHEREAS, California Government Code Section 990 authorizes the self-insurance against tort liabilities and inverse condemnation by public entities and California Labor Code Section 3700 provides for self-insurance of liabilities imposed by Labor Code Section 3200, et seq.; and

WHEREAS, California Government Code Section 990.8 states that a mutual water company and a public agency may, by a joint powers agreement, provide coverage for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties desire to establish a structure to provide such coverage products at contributions competitive with the insurance market and in a manner that alleviates risk through coverage products that are reinsured; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of purchasing insurance or reinsurance at reduced rates and to provide technical support, continuing education, safety engineering, and operational and managerial advisory assistance to said parties in order to reduce risk liabilities and further the technical, managerial and financial capacity of those parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

Article 1 — Definitions

The following definitions shall apply to the provisions of this Agreement:

- (a) **"Association"** shall mean the California Association of Mutual Water Companies.
- (b) **"Auditor/Controller"** shall mean that person, designated by the Board of Directors who is required to draw, or cause to be drawn, checks, warrants, and electronic payments on behalf of the Authority.
- (c) **"Authority"** shall mean the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (CAMWC-JPRIMA) created by this Agreement.
- (d) **"Board of Directors" or "Board"** shall mean the governing body of the Authority.
- (e) **"Chief Executive Officer"** shall mean that employee or other agent of the Authority who is so appointed by the Board of Directors.
- (f) **"Company"** shall mean a mutual water company, as defined in California Corporations Code Section 14300, which is a "Regular Member" of the Association, as defined in Article III, Section 1(a) of the Association's Bylaws; or a ditch company that is formed and operates as a non-profit mutual benefit corporation under California law and is an "Affiliate Member" of the Association, as defined in Article III, Section 1(c) of the Association's Bylaws.
- (g) **"Director"** shall mean an individual elected by the Members to serve on the Authority's Board of Directors.
- (h) **"District"** shall mean any public agency that is an "Associate Member" or "Affiliate Member" of the Association, as defined in the Association's Bylaws.
- (i) **"Duly Constituted Board Meeting"** shall mean any Board of Directors meeting noticed and held in the required manner and at which a quorum was determined to be present at the beginning of the meeting.
- (j) **"Finance and Audit Committee"** shall mean the committee of the Authority composed of financial staff of Members appointed by the Board President and ratified by the Board of Directors.
- (k) **"Fiscal Year"** shall mean the calendar year.
- (l) **"Insurance"** shall mean any Program of the Authority providing

coverage against losses to Members who are participants in the Program, regardless of the exact nature of the coverage to be provided by or on behalf of the Authority.

(m) **"Insurance Program Administrator"** shall mean the individual or firm retained by the Board of Directors to administer the Authority's Programs.

(n) **"Member"** shall mean any **"Company"** or **"District"** which is a signatory to this Agreement.

(o) **"Program"** or **"Programs"** means the specific type of Insurance as set forth in the terms, conditions and exclusions of any coverage documents for Insurance provided to a Member.

(p) **"Re-Insurance"** shall mean that insurance or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members against catastrophic losses.

(q) **"Secretary"** shall mean the person appointed by the Board of Directors to record or cause to be recorded, and keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may order, a book of minutes of actions taken at all meetings of the Board of Directors.

(r) **"Services"** shall mean various services and programs offered from time to time or on an ongoing basis by or on behalf of the Authority to increase Members' technical, managerial and financial capacity, and to reduce risks of losses.

(s) **"Treasurer"** shall mean the person appointed by the Board of Directors to keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority and who will act as a liaison with the Authority's outside auditor in preparing the Authority's annual audit.

Article 2 — Purposes

This Agreement is entered into by the Members pursuant to the provisions of California Government Code sections 990, 990.4, 990.8 and 6500 *et seq.*, in order to provide comprehensive and economical general liability, public liability, property damage, auto liability, boiler and machinery, directors' and officers' errors and omissions, employment practices, employee dishonesty, employee benefits liability coverage, workers' compensation coverage, and coverage for such other risks as the Board of Directors may determine from time to time; and to allow the Authority to undertake necessary administrative actions pursuant to Government Code Section 6525(a) in advance of the effective date of AB 656 on January 1, 2016.

Additional purposes are to reduce the amount and frequency of losses, to decrease the cost incurred by Members in the handling and litigation of claims and to assist the Members through the Services in building their technical, managerial and financial capacity. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of the Authority as a separate entity in accordance with applicable law.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and members of the Authority, subject to approval by the Board of Directors as set forth herein.

Article 3 — Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories to this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 19 or Article 20, shall not be considered the completion of the purpose of this Agreement or affect this Agreement or such party's intent to contract as described above with the other parties to the Agreement then remaining. All parties to this Agreement must be either a Company or a District.

Article 4 — Term of Agreement

This Agreement became effective January 1, 2016, and it shall continue until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of any initial contribution as the Board of Directors may determine. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

Article 5 — Creation of Authority

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall be solely its own, no District member shall be responsible for the underlying debts or liabilities of the Authority, and such debts, liabilities or obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement or of any Company or District. Such Company and District Members shall be fully indemnified by the Authority against such debts, liabilities or obligations, to the extent permitted by law, specifically including Government Code Section 6525(b)(1). The Authority exists separately and apart from the Member Agencies.

The Authority is not an insurer, and the Programs offered by or on behalf of the Authority are to be interpreted in conformance with Government Code sections 990, 990.4, 990.8 and 6500 *et seq.* and contract law. The laws of insurance shall not apply.

Article 6 — Powers of Authority

(a) The Authority shall have the powers common to Members and the powers set forth in Government Code Section 6525(b), and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations as necessary, including to finance any Programs and Services offered to Members;
- (3) To receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To acquire, hold, lease or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (5) To employ agents and employees, and/or to contract for services rendered by such agents and employees;
- (6) To sue and be sued in its own name;
- (7) To exercise all powers and perform all acts as otherwise provided for in the Bylaws; and
- (8) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law. In accordance with Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers applicable to North of the River Municipal Water District.

Article 7 — Board of Directors

(a) Subject to the limitations of this Agreement and the laws of the State of California, the Authority shall be governed by a Board of Directors which is hereby established and designated to administer this Agreement pursuant to Government Code Section 6506. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify bylaws and other policies and procedures for that purpose and for the conduct of its meetings as it may deem proper.

(b) The Board of Directors shall be composed of between five (5) and nine (9) directors, as determined upon the formation of the Authority by the initial Members and thereafter determined by the Board of Directors from time to time. The initial Board of Directors shall be appointed by the original Members and upon expiration of that initial term, the directors shall be elected by the Members who have executed this Agreement, as it

may be amended. The terms of directors, procedures for election of directors and procedures for meetings shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

(c) The Board of Directors shall meet as specified in the Bylaws. All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 *et seq.*

Article 8 — Powers of the Board of Directors

The Board of Directors of the Authority shall have the powers and functions as set forth in the Bylaws.

Article 9 — Officers of the Authority

The officers of the Authority shall be a President, Vice President, Chief Executive Officer, Secretary, Treasurer and Auditor/Controller, whose duties shall be as set forth in the Bylaws or as prescribed by applicable provisions of law. The position of Treasurer and Auditor/Controller may be held by the same person concurrently.

Article 10 — Standing Committees

The Bylaws shall establish standing committees deemed necessary for the management of the Authority. In addition to those standing committees established in the Bylaws, the Board of Directors may establish other standing or temporary committees from time to time, as provided in the Bylaws.

Article 11 — Insurance Program Administrator and Other Staff

(a) **Insurance Program Administrator.** The Board of Directors shall appoint an Insurance Program Administrator who shall be responsible for the general administration of the Authority's Programs and related activities as directed by the Board of Directors.

(b) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.

(c) **Other Staff.** The Board of Directors shall provide for such other staff of the Authority, to be hired by the Chief Executive Officer, as may be necessary for the efficient and productive administration and operation of the Authority.

Article 12 — Insurance Coverage

(a) The Authority shall provide for such types and levels of coverage for Programs as the Board of Directors, with the advice of the Authority's Advisory Committee, shall determine.

(b) The Programs provided for Members by or on behalf of the Authority may include protection for comprehensive and economical general liability, public liability, property damage, directors' and officers' errors and omissions, auto liability, boiler and machinery, employment practices, employee benefits liability coverage, workers' compensation, and/or coverage for other risks which the Board of Directors may determine to be advisable. The Board of Directors may arrange for the purchase of insurance or Reinsurance.

Article 13 — Accounts and Records

(a) **Annual Budget.** The Board shall annually adopt an operating budget. As deemed appropriate by the Board of Directors, that budget may include separate budgets for individual Programs and individual types of Services to be provided to the Members.

(b) **Funds and Accounts.** The Treasurer shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members as otherwise required by law. Quarterly unaudited financial statements shall be produced and distributed to all Members. The Authority shall adhere to the standard of strict accountability set forth in Government Code Section 6505.

(c) **Financial Reports.** The Auditor-Controller shall present a complete written report of all financial and investment activities of the Authority for the most recently completed fiscal year to the Board of Directors and to all Members no later than ninety (90) days after completion of the Authority's fiscal year, and shall prepare quarterly reports as required under Government Code Section 53646, and such reports as are required by law.

(d) **Annual Audit.** The Auditor/Controller shall cause to be made by an outside certified public accountant experienced in local governmental agency auditing an annual audit of the accounts and records of the Authority, which audit shall conform to generally accepted auditing standards. Such report shall be presented to the Board of Directors for approval and concurrence. Costs of the audit shall be considered a general expense of the Authority.

Article 14 — Responsibility for Monies

(a) The Auditor-Controller shall have the authority to delegate the signatory function of the Auditor-Controller to such persons as are authorized by resolution of the Board of Directors.

(b) The Auditor-Controller shall perform, and to the extent allowed by law, may cause to be performed, all duties set forth in Government Code Section 6505.5.

(c) A bond in an amount determined adequate by the Board of Directors shall be required of all officers and personnel authorized to disburse funds of the Authority. The premium for such bond shall be paid for by the Authority.

(d) The Treasurer of the Authority shall assume the duties described in California Government Code Section 6505.5, including:

- (1) Receive and acknowledge receipt for all money of the Authority and place it in the treasury of the Authority;
- (2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;
- (3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on any outstanding bonds or other liabilities of the Authority;
- (4) Pay any other sums due from Authority money only upon checks, warrants, or electronic payments approved by the Chief Executive Officer or his or her designee. The checks, warrants, or electronic payments shall be reviewed by the President of the Board and either the Treasurer or the Chair of the Finance and Audit Committee.

Article 15 — Services Provided by the Authority

The Authority may provide, at the sole discretion of the Board of Directors, the following services to the Members:

- (a) Establish Programs through which Members shall procure coverage as necessary.
- (b) Assist each Member's designated risk manager with the implementation of that risk management function as it relates to risks faced by Members in their ordinary course of business.
- (c) Provide, or cause to be provided, the Services to Members, as well as loss prevention and safety consulting services, as required.
- (d) Review Member contracts to determine sufficiency of indemnity and Insurance provisions when requested.
- (h) Conduct risk assessments for each Member.
- (i) The Authority shall provide such other services and have such other responsibilities as deemed necessary by the Board of Directors.

Article 16 — Responsibilities of Members

Members shall have the following responsibilities:

- (a) Each Member shall appoint an employee or other representative of the Member to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.
- (b) Each Member shall maintain an active safety program through a designated safety officer.
- (c) Each Member shall timely pay its contributions for any Programs.
- (e) Each Member shall cooperate fully with the Authority and any insurer or reinsurer under any Program in determining the causes of losses, in the settlement of losses and in any other matters relating to this Agreement.
- (f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement.
- (g) Each Member shall comply with all Bylaws and policies and procedures adopted by the Board of Directors.
- (h) Each Member shall remain a “Regular Member,” “Affiliate Member” or “Associate Member,” as defined in the Association’s Bylaws and as applicable in relation to that Member’s entity status, in good standing of the Association.

Article 17 - Programs and Services

The Authority may develop and implement Programs and provide Services the Authority deems necessary, advisable and beneficial to Members. The Authority, through the Board of Directors, shall use its best efforts to develop outside funding sources to avoid imposing on the Members any monetary obligations other than contributions to be paid as consideration for participation in the Programs. Each Member may apply for membership and participation in any Program conducted by the Authority and to receive any Service provided by the Authority, but acceptance in any Program shall be subject to the approval of the Insurance Program Administrator or the Board of Directors.

Article 18 — New Members

The Authority shall allow new Members to join the Authority and participate in the Programs and receive the Services upon approval by the Board of Directors, and upon any conditions or limitations that the Board deems appropriate. Members entering under this Article may be required to pay their share of the Authority’s organizational expenses as determined by the Board of Directors. Any such new Member must be a “Regular

Member,” “Associate Member” or “Affiliate Member” of the Association, as may be applicable. Any new Member of the Authority must commit to membership for an initial term of three (3) years, subject to earlier withdrawal only in accordance with the provisions of Article 19, below.

Article 19 — Withdrawal

(a) A Member may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never been a participant in any Program, or if it has withdrawn from all Programs in which it was a participant in accordance with subdivision (b), below; provided, however, that no Member may withdraw before the expiration of its initial three (3) year membership term unless: (i) there is an increase of fifteen percent (15%) or more in any single year in that Member's contribution(s) for any particular Program(s) that does not result from the Member's actions or misconduct; or (ii) the Insurance Program Administrator in place at the time the Member joined the Authority separates from the Authority for any reason, including, but not limited to, the Authority's termination of the Insurance Program Administrator's engagement with the Authority or the Insurance Program Administrator's resignation from the Authority.

(b) Subject to the provisions of subdivision (a), above, after becoming a participant in a Program, a Member may withdraw from that Program only at the end of a coverage year, or as may otherwise be allowed by the Board of Directors; and only if the Member has given the Authority at least six (6) months' advance written notice of that proposed withdrawal.

(c) A former Member who again desires to participate in an Authority Program after having withdrawn from that Program must again join the Authority as a new Member before it may participate in that Program. The terms of each Program shall determine whether any benefits will be held over from that Member's former status as a previous Program participant.

(d) A Member may not withdraw as a party to this Agreement nor as a member of the Authority until it has withdrawn from all of the Programs of the Authority.

(e) Notwithstanding any other provision of this Article 19, a District that is the only District that is a Member of the Authority at a particular time may not withdraw from the Authority until the first of the following occurs: (i) six (6) months have elapsed since that District has given the Authority written notice of its desire to withdraw; or (ii) the Authority has secured a written commitment from another District to join the Authority.

Article 20 — Cancellation by Authority of Membership or Participation

(a) Notwithstanding the provisions of Article 19, the Authority shall have the right to cancel any Member's participation in any Program upon a two-thirds vote of the Directors present at any Duly Constituted Board Meeting, provided that a reasonable time shall be afforded, at the discretion of the Board of Directors, to place coverage

elsewhere before that cancellation shall be effective. For purposes of this subdivision, a reasonable time shall consist of at least ninety (90) days' prior written notice, unless the cancellation results from a material increase in hazard as a result of the Member's operations, in which case at least ten (10) days' written notice shall be provided. Such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs and receiving any of the Services, shall cease and be canceled automatically at the end of the next complete coverage year for each Program and Service whenever such Member's membership in the Association ceases. Such automatic cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member, including participation in any of the Authority's Programs and Services, may be canceled at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such cancellation shall not relieve the Member or former Member of its responsibilities as provided for in Article 21(b).

Article 21 — Effect of Withdrawal or Cancellation

(a) The withdrawal or cancellation of any Member from this Agreement shall not terminate the Agreement and a Member by withdrawing or being canceled shall not be entitled to payment or return of any contribution, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets, except as provided in Article 22(c).

(b) The withdrawal or cancellation of any Member after the effective date of any Program shall not terminate its responsibility to pay its share of the costs of that Program until all claims, or other unpaid liabilities, covering the Program period any part of which the Member was signatory thereto have been finally resolved

Article 22 — Termination and Distribution

(a) This Agreement may be terminated at any time by the written consent of three-fourths (3/4) of the Members, provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distributing assets and all other functions necessary to wind up the affairs of the Authority. This Agreement shall also terminate if a District that is the only District then a Member of the Authority withdraws in accordance with Section 19(e), above, and no other District becomes a Member of the Authority before that withdrawal becomes effective.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

(c) Upon termination of this Agreement, all properties and cash of the Authority shall be distributed only among the Members that have been signatories hereto, including any of those Members which previously withdrew pursuant to Article 19(d) or were canceled pursuant to Article 20 of this Agreement, in accordance with and proportionate to their cash contributions (including payments and property contributions at market value when received) made during the term of this Agreement. The Board of Directors shall determine such distribution within six (6) months after satisfaction of the last remaining liability of the Authority.

(d) In the absence of a Board of Directors, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or, in the absence of a Board of Directors, the Chief Executive Officer under this Article shall be final.

Article 23 -- Enforcement

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

Article 24 – Non-liability of Directors, Officers and Employees

In accordance with Government Code Sections 825 et seq., the Board of Directors, and the officers and employees of the Authority, including former Directors, officers and employees, shall not be liable to the Authority, to any Member or former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such Director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its Directors, officers and employees, including former Directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such Directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or former Members, against any such acts or omissions by its Directors, officers and employees, including former Directors, officers and employees.

Article 25 — Provision for Bylaws and Mission Statement

As soon as practicable after the first meeting of the Board of Directors, the Board shall cause to be developed Authority Bylaws and a Mission Statement.

Article 26 — Notices

Notices to Members hereunder shall be sufficient if delivered to the principal office of the respective Member.

Article 27 — Amendment

This Agreement may be amended at any time by a majority vote of the Members, and any such amendment shall be binding on the Members to the extent allowed by law.

Article 28 — Prohibition against Assignment

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 29 -- Counterparts

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Article 30 -- California Law

This Agreement shall be governed by and construed under the laws of the State of California.

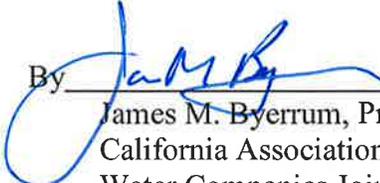
Article 31 -- Severability

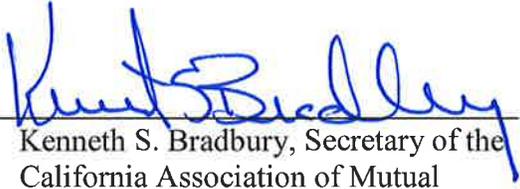
Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 32 — Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, this Amended Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Risk and Insurance Management Authority was unanimously approved pursuant to Article 27 of the original Joint Powers Agreement Creating the California Association of Mutual Companies Joint Powers Insurance Authority (the "Authority") by the Authority's Board of Directors, by action taken at a duly noticed and held public meeting on January 28, 2016.

By  _____
James M. Byerrum, President of the
California Association of Mutual
Water Companies Joint Powers Risk
and Insurance Management Authority

By  _____
Kenneth S. Bradbury, Secretary of the
California Association of Mutual
Water Companies Joint Powers Risk
and Insurance Management Authority

APPENDIX A

**INITIAL MEMBERS OF THE
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

North of the River Municipal Water District (public agency member)

Bellflower-Somerset Mutual Water Company (mutual water company member)

California Domestic Water Company (mutual water company member)

Covina Irrigating Company (mutual water company member)

Montebello Land & Water Company (mutual water company member)

Oildale Mutual Water Company (mutual water company member)

Rubio Cañon Land and Water Association (mutual water company member)

South Mesa Water Company (mutual water company member)

Sunny Slope Water Company (mutual water company member)

Valencia Heights Water Company (mutual water company member)

**AGREEMENT TO BECOME A PARTY TO THE
AMENDED JOINT POWERS AGREEMENT
CREATING THE
CALIFORNIA ASSOCIATION OF MUTUAL WATER COMPANIES
JOINT POWERS RISK AND INSURANCE MANAGEMENT AUTHORITY**

Linden-Peters Rural County FPD (referred to as “Member”) hereby agrees to become a party to the Amended Joint Powers Agreement Creating the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (the “Authority”), in the form attached hereto as Exhibit A, and agrees to abide by the terms and conditions of that agreement.

Member hereby represents that its action to become a party to the above-referenced agreement and to participate in the Authority has been duly authorized by action of its governing board taken at a duly called and noticed meeting.

Executed this 5th day of January, 2023 at
Linden, California.

Linden-Peters Rural County Fire Protection District
[Company or District name]

By _____

Printed Name: Jack Plotz

Title: Board President