



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 Castillou Jr.
Member: Kenneth Watkins III

AGENDA

BOARD OF DIRECTORS MEETING

7:00 P.M. Thursday, May 4, 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

- (I.) CALL TO ORDER
- (II.) ROLL CALL OF BOARD MEMBERS
- John E. Plotz, Board President
 - Thomas G. Watkins Board Vice President
 - David Frison, Board Secretary
 - Paul Castillou Jr., Board Member
 - Kenneth Watkins III, Board Member
- (III.) PUBLIC COMMENT –
(Public comment/input is welcome. All comments/input are limited to three minutes per individual)
- (IV.) MINUTES
- A. Discussion & Possible Action re: Regular Board Meeting Minutes – April 2023
- (V.) BOARD COMMITTEE REPORTS
- A. Training Facility Committee Report – Board Member Kenny Watkins III
- (VI.) FINANCIAL SUMMARY AND REPORT
- A. Monthly Financial Current Events Summary for March 2023 – Fire Chief Kirk Noffsinger (Treasurer)
- (VII.) CONSENT AGENDA
- A. Discussion & Possible Action re: Approval of the April 2023 Financial Report and Expenditures
- (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)
- A. Departmental Report – (Fire Chief Kirk Noffsinger)
- B. Union Report – (Union Representative)
- (IX.) UNFINISHED BUSINESS
- (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.)
- A. Discussion & Possible Action Re: New Engine Update
- B. Discussion & Possible Action Re: FEMA Regional Radio Grant Proceed with Purchase
- C. Discussion & Possible Action Re: Purchase of Additional Lucas Device and Maintenance Service Agreements for two Devices
- (X.) NEW BUSINESS:
- A. Discussion & Possible Action Re: Resolution No. 22-04 Authorizing Participation in and Approving the Amended and Restated Joint Exercise of Powers Agreement of the Fire Risk Management Services (FRMS) Joint Powers Authority
- B. Discussion & Possible Action Re: Shared Services Agreement with Mokelumne Rural Fire District for Administrative Support Services
- C. Discussion & Possible Action Re: Approval of Memorandum of Understanding Between San Joaquin County Community Development Department and Linden-Peters Fire District
- (XI.) BOARD QUESTIONS AND COMMENTS
- (XII.) CLOSED SESSION
- A. Section 54957: Labor Negotiations Unrepresented Employee – Administrative Assistant
- B. Report of actions taken in closed session.

(XIII.) ADJOURNMENT

CURRENTLY THE NEXT SCHEDULED REGULAR
BOARD MEETING

June 8 @ 7:00PM

Agenda Posted: May 1 @ or before 4:00 PM

SIGNED ORIGINAL ON FILE

DAVID FRISON, BOARD SECRETARY



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

Minutes of Board Meeting

Thursday, April 6, 2023

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 7:07 PM, Members present: Board Secretary David Frison, Board Member Paul Castellou, Jr, Board Member Kenny Watkins III. Members Absent: President Jack Plotz. L.P.F.D. on duty staff present: Fire Chief Kirk Noffsinger, Captain Marcel Mojalli.

- (I.) Call to Order – 7:07 PM
- (II.) Roll Taken
Meeting minutes were taken by Fire Chief Kirk Noffsinger.
- (III.) Public Comment – None
- (IV.) Minutes:
 - A. Discussion & Possible Action re: Regular Board Meeting Minutes – March 2023. Board Minutes approved on motion by P. Castellou Jr. and seconded by D. Frison. Motion passed with a vote of 3-0 – BM K. Watkins Abstained.
- (V.) Board Committee Reports
 - A. Training Facility Committee Report – Chief Noffsinger provided an update noting that Captain Reed is still working with engineers. No other progress has been made.
 - B. Financial Committee Report – VP T. Watkins gave the board a report on the quarterly financials. All paperwork is in order and there are no issues to discuss.
- (VI.) Financial Summary and Report
 - A. Monthly Financial, Current events summary for March 2023 - Presented by Fire Chief Kirk Noffsinger. Fire Chief Kirk Noffsinger provided an overview of the financials for the month of March 2023. Nothing new concerning financials for the district. Staff is working on next year’s budget.
- (VII.) Consent Agenda:
 - A. Discussion & Possible Action re: Approval of the March 2023 Monthly Financial Reports and expenditures. A motion to approve the financial reports was made by K. Watkins III and seconded by P. Castellou Jr.. 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 March 2023 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 March 2023 along with providing an overview of the calls and the FIU report. Chief Noffsinger noted that E52 is still out of service at Diesel Performance.

Captain M. Mojalli provided the Shift, Training, Prevention, and Volunteer reports.

B. Union Report – None

(IX.) Unfinished Business

A. Discussion & Possible Action Re: New Engine Update

Fire Chief Noffsinger noted that Hi Tech is finishing up with the engine and it should be ready within the next month or so.

B. Discussion & Possible Action Re: FEMA Regional Radio Grant

Chief Noffsinger advised the Board that the committee has made a decision and it will be on next month's agenda for the board to approve the quote and move forward with purchasing the radios under the FEMA grant. The board was also informed that there would be extra funding and once the original items are purchased FEMA will give guidance on how the extra funds can be used.

(X.) New Business:

A. Discussion & Possible Action Re: Request to purchase an additional LUCAS Device and maintenance/Service agreement with Striker (the manufacturer of the LUCAS device).

Chief Noffsinger requested that the board agree to purchase an additional LUCAS Device for the department's second engine to insure there is one on every call if needed. The board discussed the cost of the device and the cost for the maintenance and service agreement. There was a long discussion on the need for the service and maintenance agreement and if we could get it cheaper if possible. Captain Mojalli brought the LUCAS device into the boardroom and gave a quick overview of how the item is used. There was no debate on the importance of having an additional device for the second engine, only the cost of the service / maintenance agreement.

Chief Noffsinger was directed by the board to see if there is any way to get a decrease in the service/maintenance cost. Chief Noffsinger agreed and stated that he would give the board an update at the May meeting.

(XI.) Board Questions and Comments

No questions or comments.

(XII.) Closed Session – None

(XIII.) Adjournment: Motion made by P. Castillou Jr. 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 8:05 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

05/04/23

Balance Sheet

Accrual Basis

As of April 30, 2023

	<u>Apr 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
101 · F&M Checking- General	40,979.86
102 · F&M Zone 1 Fund	139,931.22
104 · F&M- Capital Outlay	2,781,605.74
106 · F&M- Benefits Reserve Fund	30,070.03
123 · F&M Equipment Replacement F...	448,432.97
124 · F&M CD	102,106.88
	<hr/>
Total Checking/Savings	3,543,126.70
	<hr/>
Total Current Assets	3,543,126.70
	<hr/>
TOTAL ASSETS	<u>3,543,126.70</u>
	<hr/>
LIABILITIES & EQUITY	0.00

05/04/23

Linden-Peters Rural County Fire Protection District
Income by Customer Summary
April 2023

	<u>Apr 23</u>
Chinchiolo Fruit Company	1,442.00
Linden County W.D.	648.74
San Joaquin County	<u>1,301,196.56</u>
TOTAL	<u><u>1,303,287.30</u></u>

05/04/23

Linden-Peters Rural County Fire Protection District

Expenses by Vendor Summary

April 2023

	<u>Apr 23</u>
ALLSTAR Fire Equipment Inc.	1,260.08
Blue Cross of California	88.05
California Waste Recovery Systems	342.86
Cintas	252.11
CISCO Fire Sprinklers, Inc.	200.00
Comcast	372.62
County of San Joaquin	25,117.00
Dohrmann Insurance Agency	30,220.00
Frontier Communications	43.04
Jim Avansino	1,049.12
Joint Radio Users Group	1,404.85
Ken Snyder Jr.	269.02
Kirk Noffsinger	75.00
Lee Owing Jr.	1,049.12
Linden County Water District	418.30
Mid Valley Agricultural Service	0.00
Pacific Gas & Electric	1,499.66
PERS Health Benefits Division	26,983.83
Premier Access Dental	1,782.60
Public Employees' Retirement System	30,209.87
R & C Pest Control	80.00
Small Business Benefit Plan Trust	237.10
State Board Of Equalization	201.00
Vic Solari	269.02
Zylstra Auto & Hardware	16.36
TOTAL	<u>123,440.61</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	15,637.69	15,370.00	267.69
410 · Property Tax Current Secured	2,731,339.79	2,672,400.00	58,939.79
415-1 · Property Tax Unsecured - Z1	801.90	760.00	41.90
415 · Property Tax Curr Unsecured	139,996.61	131,220.00	8,776.61
420-1 · SB813 - Z1	246.70	800.00	-553.30
420 · SB813 Supplemental	42,855.62	140,500.00	-97,644.38
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	4,594.00	1,040.00	3,554.00
450-1 · Interest - Z1	52.95	58.00	-5.05
450-2 · Interest - Benefits Reserve	11.37	12.00	-0.63
450-4 · Interest - General Fund	3,641.33	582.00	3,059.33
450-5 · Interest -Equipment Replace F...	769.90	126.00	643.90
450-6 · Interest - CD	122.38	153.00	-30.62
450 · Interest - Checking	3.46	6.00	-2.54
460-1 · State - Hmownrs Prop Tax	49.84	92.00	-42.16
460 · State - Hmownrs Prop Tax Relief	8,701.39	15,930.00	-7,228.61
462 · Grant Income	9,358.25		
465 · Fire Prevention Service	12,733.41	14,930.00	-2,196.59
475 · Strike Team Reimbursement	244,025.00		
480 · LCWD Fuel Reimbursement	6,859.51	4,545.00	2,314.51
492-3 · Service Fees	389.60	4,310.00	-3,920.40
495 · Miscellaneous	42.99	2,500.00	-2,457.01
Total Income	3,223,844.86	3,009,256.00	214,588.86
Expense			
500 · Personnel			
510 · Salaries - Regular	1,001,045.95	1,203,020.00	-201,974.05
512 · Salaries - Overtime	146,877.45	150,000.00	-3,122.55

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>
513 · Salaries - FLSA	23,201.64	29,000.00	-5,798.36
514 · Salaries - Strike Team Overtime	170,234.90	0.00	170,234.90
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	8,060.00	9,000.00	-940.00
519 · Educational Incentive	7,362.08	15,600.00	-8,237.92
521 · Retirement	495,223.90	538,946.62	-43,722.72
525 · Social Security	846.98	3,000.00	-2,153.02
527 · Social Security - Medicare	18,404.54	22,000.00	-3,595.46
530 · Insurance- Medical	195,757.01	240,000.00	-44,242.99
531 · Insurance- Medical (retirees)	33,360.38	60,000.00	-26,639.62
532 · Insurance- Dental	10,233.87	15,000.00	-4,766.13
533 · Insurance - Vision	1,644.56	2,500.00	-855.44
534 · Insurance -Life	880.50	1,400.00	-519.50
535 · Insurance- Worker's comp	107,866.00	115,000.00	-7,134.00
536 · Director's Fees	4,625.00	6,000.00	-1,375.00
Total 500 · Personnel	<u>2,301,250.14</u>	<u>2,512,766.62</u>	<u>-211,516.48</u>
540 · Vehicle & Equipment			
542 · Fuel, Lube, & Oil	25,792.00	26,000.00	-208.00
543 · Tires	1,845.21	3,000.00	-1,154.79
544 · Parts/Supplies	1,331.46	9,000.00	-7,668.54
545 · Maintenance & Repair	33,427.32	40,000.00	-6,572.68
547 · Radios	191.47	15,000.00	-14,808.53
549 · SCBA	1,576.03	1,000.00	576.03
550-4 · Small Tools & Equipment	2,005.79	15,000.00	-12,994.21
551 · Medical equip, supplies, oxygen	3,122.41	5,000.00	-1,877.59
552 · Ladder Purchase/ Maintenance	870.24	1,000.00	-129.76
Total 540 · Vehicle & Equipment	<u>70,161.93</u>	<u>115,000.00</u>	<u>-44,838.07</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>
560 · Buildings & Grounds			
564 · Furniture	2,524.58	2,000.00	524.58
580 · Maintenance & Repair	45,108.54	30,000.00	15,108.54
Total 560 · Buildings & Grounds	47,633.12	32,000.00	15,633.12
600 · Supplies			
600-1 · Grant Expense-Supplies	29,672.72	25,000.00	4,672.72
602 · Computer Hardware & Software	6,307.90	15,000.00	-8,692.10
606 · Office supplies	2,481.42	4,000.00	-1,518.58
607 · Postage	274.33	500.00	-225.67
608 · Station Supplies	6,622.88	10,000.00	-3,377.12
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	19,416.24	18,000.00	1,416.24
626 · Utilities- Water	3,245.03	4,200.00	-954.97
627 · Utilities- Cable TV	1,997.28	2,400.00	-402.72
630 · Utilities - Telephone/Cell/CAD	4,777.13	6,500.00	-1,722.87
631 · Utilities - Garbage	3,461.44	4,200.00	-738.56
635 · Fire Fighting Foam	3,217.50	3,000.00	217.50
Total 600 · Supplies	88,948.03	109,800.00	-20,851.97
650 · Services			
652 · Insurance/ Casul/ Eq/Bond	37,840.00	32,000.00	5,840.00
655 · Annual Audit	1,350.00	17,000.00	-15,650.00
656 · S.J. Co. Tax Admin Chg	49,948.00	47,800.00	2,148.00
657 · Dispatching	12,616.82	16,500.00	-3,883.18
658 · Computer Support	1,770.00	5,000.00	-3,230.00
665 · Physical Exams	2,229.25	3,300.00	-1,070.75
667 · Fire Prevention Bureau	2,396.77	3,500.00	-1,103.23
670 · Assoc. Memberships	3,340.00	4,000.00	-660.00

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>
675 · Training	2,320.40	12,000.00	-9,679.60
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	4,607.40	5,000.00	-392.60
691 · Bank Fees	644.65	1,000.00	-355.35
Total 650 · Services	<u>119,588.29</u>	<u>155,100.00</u>	<u>-35,511.71</u>
695 · Zone 1			
696 · Hydrant Rental	950.00	1,200.00	-250.00
697 · Fire Hose and Appliances	831.26	7,000.00	-6,168.74
698 · S.J. Co. Tax Admin Chg	286.00	300.00	-14.00
699 · Fire Hydrant Purchase	0.00	7,000.00	-7,000.00
Total 695 · Zone 1	<u>2,067.26</u>	<u>15,500.00</u>	<u>-13,432.74</u>
Total Expense	<u>2,629,648.77</u>	<u>2,940,166.62</u>	<u>-310,517.85</u>
Net Ordinary Income	<u>594,196.09</u>	<u>69,089.38</u>	<u>525,106.71</u>
Net Income	<u>594,196.09</u>	<u>69,089.38</u>	<u>525,106.71</u>

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July 2022 through April 2023

	<u>Jul '22 - Apr 23</u>	<u>Jul '21 - Apr 22</u>	<u>\$ Change</u>	<u>% Change</u>
Ordinary Income/Expense				
Income				
410-1 · Property Tax See- Z1	15,637.69	14,556.16	1,081.53	7.4%
410 · Property Tax Current Secured	2,731,339.79	2,554,103.99	177,235.80	6.9%
415-1 · Property Tax Unsecured - Z1	801.90	732.12	69.78	9.5%
415 · Property Tax Curr Unsecured	139,996.61	127,308.47	12,688.14	10.0%
420-1 · SB813 - Z1	246.70	328.70	-82.00	-25.0%
420 · SB813 Supplemental	42,855.62	57,595.94	-14,740.32	-25.6%
425-1 · Prior Tax - ZZ1	15.40	18.95	-3.55	-18.7%
425 · Prior Years	1,595.77	3,355.44	-1,759.67	-52.4%
440-1 · Interest Income-48901 SJC Acct	4,594.00	856.00	3,738.00	436.7%
450-1 · Interest - Z1	52.95	51.92	1.03	2.0%
450-2 · Interest - Benefits Reserve	11.37	11.27	0.10	0.9%
450-4 · Interest - General Fund	3,641.33	581.61	3,059.72	526.1%
450-5 · Interest -Equipment Replace F...	769.90	111.88	658.02	588.2%
450-6 · Interest - CD	122.38	152.75	-30.37	-19.9%
450 · Interest - Checking	3.46	5.03	-1.57	-31.2%
460-1 · State - Hmownrs Prop Tax	49.84	52.33	-2.49	-4.8%
460 · State - Hmownrs Prop Tax Relief	8,701.39	9,098.21	-396.82	-4.4%
462 · Grant Income	9,358.25	45,478.00	-36,119.75	-79.4%
465 · Fire Prevention Service	12,733.41	12,581.45	151.96	1.2%
475 · Strike Team Reimbursement	244,025.00	452,404.95	-208,379.95	-46.1%
476 · Hosted Training	0.00	3,500.00	-3,500.00	-100.0%
480 · LCWD Fuel Reimbursement	6,859.51	3,345.82	3,513.69	105.0%
492-3 · Service Fees	389.60	3,928.99	-3,539.39	-90.1%
495 · Miscellaneous	42.99	25,649.43	-25,606.44	-99.8%
Total Income	3,223,844.86	3,315,809.41	-91,964.55	-2.8%
Expense				
500 · Personnel				
510 · Salaries - Regular	1,001,045.95	968,561.23	32,484.72	3.4%

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July 2022 through April 2023

	<u>Jul '22 - Apr 23</u>	<u>Jul '21 - Apr 22</u>	<u>\$ Change</u>	<u>% Change</u>
512 · Salaries - Overtime	146,877.45	124,532.27	22,345.18	17.9%
513 · Salaries - FLSA	23,201.64	22,516.11	685.53	3.0%
514 · Salaries - Strike Team Overtime	170,234.90	215,194.97	-44,960.07	-20.9%
517 · Salaries - Holiday	75,625.38	70,447.68	5,177.70	7.4%
518 · Salaries - Volunteers	8,060.00	4,115.00	3,945.00	95.9%
519 · Educational Incentive	7,362.08	7,362.08	0.00	0.0%
521 · Retirement	495,223.90	459,985.35	35,238.55	7.7%
525 · Social Security	846.98	6,402.93	-5,555.95	-86.8%
527 · Social Security - Medicare	18,404.54	18,363.70	40.84	0.2%
530 · Insurance- Medical	195,757.01	188,369.40	7,387.61	3.9%
531 · Insurance- Medical (retirees)	33,360.38	42,906.55	-9,546.17	-22.3%
532 · Insurance- Dental	10,233.87	9,394.98	838.89	8.9%
533 · Insurance - Vision	1,644.56	1,644.56	0.00	0.0%
534 · Insurance -Life	880.50	860.25	20.25	2.4%
535 · Insurance- Worker's comp	107,866.00	95,008.00	12,858.00	13.5%
536 · Director's Fees	4,625.00	3,025.00	1,600.00	52.9%
Total 500 · Personnel	2,301,250.14	2,238,690.06	62,560.08	2.8%
540 · Vehicle & Equipment				
542 · Fuel, Lube, & Oil	25,792.00	21,723.71	4,068.29	18.7%
543 · Tires	1,845.21	2,753.57	-908.36	-33.0%
544 · Parts/Supplies	1,331.46	2,808.66	-1,477.20	-52.6%
545 · Maintenance & Repair	33,427.32	32,747.63	679.69	2.1%
547 · Radios	191.47	13,446.29	-13,254.82	-98.6%
549 · SCBA	1,576.03	0.00	1,576.03	100.0%
550-4 · Small Tools & Equipment	2,005.79	1,108.85	896.94	80.9%
551 · Medical equip, supplies, oxygen	3,122.41	4,513.39	-1,390.98	-30.8%
552 · Ladder Purchase/ Maintenance	870.24	678.45	191.79	28.3%
Total 540 · Vehicle & Equipment	70,161.93	79,780.55	-9,618.62	-12.1%

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July 2022 through April 2023

	<u>Jul '22 - Apr 23</u>	<u>Jul '21 - Apr 22</u>	<u>\$ Change</u>	<u>% Change</u>
560 · Buildings & Grounds				
564 · Furniture	2,524.58	6,133.30	-3,608.72	-58.8%
580 · Maintenance & Repair	45,108.54	6,359.48	38,749.06	609.3%
Total 560 · Buildings & Grounds	47,633.12	12,492.78	35,140.34	281.3%
600 · Supplies				
600-1 · Grant Expense-Supplies	29,672.72	292.20	29,380.52	10,054.9%
602 · Computer Hardware & Software	6,307.90	12,055.18	-5,747.28	-47.7%
606 · Office supplies	2,481.42	1,995.01	486.41	24.4%
607 · Postage	274.33	348.78	-74.45	-21.4%
608 · Station Supplies	6,622.88	5,023.46	1,599.42	31.8%
613 · Clothing-uniforms	150.01	0.00	150.01	100.0%
616 · Clothing- Safety	7,324.15	3,517.90	3,806.25	108.2%
625 · Utilities- Electric/ Gas	19,416.24	14,285.58	5,130.66	35.9%
626 · Utilities- Water	3,245.03	3,038.25	206.78	6.8%
627 · Utilities- Cable TV	1,997.28	1,771.11	226.17	12.8%
630 · Utilities - Telephone/Cell/CAD	4,777.13	5,814.84	-1,037.71	-17.9%
631 · Utilities - Garbage	3,461.44	3,155.53	305.91	9.7%
635 · Fire Fighting Foam	3,217.50	0.00	3,217.50	100.0%
Total 600 · Supplies	88,948.03	51,297.84	37,650.19	73.4%
650 · Services				
652 · Insurance/ Casul/ Eq/Bond	37,840.00	6,956.00	30,884.00	444.0%
655 · Annual Audit	1,350.00	4,000.00	-2,650.00	-66.3%
656 · S.J. Co. Tax Admin Chg	49,948.00	46,095.00	3,853.00	8.4%
657 · Dispatching	12,616.82	14,412.17	-1,795.35	-12.5%
658 · Computer Support	1,770.00	1,879.30	-109.30	-5.8%
665 · Physical Exams	2,229.25	598.75	1,630.50	272.3%
667 · Fire Prevention Bureau	2,396.77	1,922.10	474.67	24.7%
670 · Assoc. Memberships	3,340.00	3,100.00	240.00	7.7%

Linden-Peters Rural County Fire Protection District
FY 21-22 vs FY 20-21 Profit & Loss Prev Year Comparison
July 2022 through April 2023

	<u>Jul '22 - Apr 23</u>	<u>Jul '21 - Apr 22</u>	<u>\$ Change</u>	<u>% Change</u>
674 · Training - Hosted	0.00	1,960.00	-1,960.00	-100.0%
675 · Training	2,320.40	2,489.85	-169.45	-6.8%
677 · Consultant Services	525.00	1,000.00	-475.00	-47.5%
690 · Services Contingencies	4,607.40	445.57	4,161.83	934.1%
691 · Bank Fees	644.65	719.00	-74.35	-10.3%
Total 650 · Services	<u>119,588.29</u>	<u>85,577.74</u>	<u>34,010.55</u>	<u>39.7%</u>
695 · Zone 1				
696 · Hydrant Rental	950.00	950.00	0.00	0.0%
697 · Fire Hose and Appliances	831.26	3,875.00	-3,043.74	-78.6%
698 · S.J. Co. Tax Admin Chg	286.00	265.00	21.00	7.9%
Total 695 · Zone 1	<u>2,067.26</u>	<u>5,090.00</u>	<u>-3,022.74</u>	<u>-59.4%</u>
Total Expense	<u>2,629,648.77</u>	<u>2,472,928.97</u>	<u>156,719.80</u>	<u>6.3%</u>
Net Ordinary Income	<u>594,196.09</u>	<u>842,880.44</u>	<u>-248,684.35</u>	<u>-29.5%</u>
Net Income	<u>594,196.09</u>	<u>842,880.44</u>	<u>-248,684.35</u>	<u>-29.5%</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

May 4, 2023

FINANCIAL SUMMARY AND REPORT:

For the month ending April 30, 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 April 30, 2023

CURRENT EVENT SUMMARIES, REPORTS, AND/OR CORRESPONDENCE:

- **Meetings for the month**
 - 04/03 Captains meeting
 - 04/06 LPE Finance Committee meeting
 - 04/06 LPE Board meeting
 - 04/07 CalPERS Audit meeting
 - 04/14 STEAC meeting
 - 04/19 JRUG meeting
 - 04/19 Staff meeting
 - 04/20 San Joaquin Community Development Department meeting
 - 04/21 First Due meeting
- **Correspondence/Events:** None
- **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 20 calls for service
 - Participated in Division C Training
 - Completed a driveway inspection
-

- Reported that a new booster was installed and configured in the classroom
- Reported that J. Davis completed his task book and passed all exams for Firefighter/Engineer
- Completed an inspection at Sambado’s Walnut Storage building
- Completed an inspection at the Linden Fraternal Hall

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

Activities for the Month

- Responded to 9 calls for service
- Participated in Farm Day at LHS

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

Activities for the Month

- Responded to 18 calls for service
- Attended an Active Shooter meeting at LHS
- Participated in Division C Training
- Reported that E51 was sent to Hi-Tech for repairs
- Reported that E52 sent to Diesel Performance for rebuild
- Stripped and waxed the kitchen
- Completed hose testing
- Participated in Every 15 Minutes at LHS
- Participated in Birthday Party

DEPARTMENT FIRE PREVENTION REPORT:

- Projects: Bellota Sub Station Power Storage Project, Morada Produce Walnut Addition, and LUSD Solar Project
- Permits: Two permits were issued in the month of April

ON DUTY TRAINING:

Fire Scene Ops: Progressive Hose Lay/Fire Shelter Deployment
EMS: EMS Thoracic Emergencies
LPE Policy: Lexipol Policy Review
Safety: RT-130: Annual Wildland Fire Safety Refresher (MOD 1-4)

Division C Training:

- 4/3, 4/5, 4/7 VEIS hosted by Lodi Fire

Other Activities

- 4/17-4/21 M. Verdon attended Instructor 1 at Sierra College
 - 4/10 Active Shooter Drill @ LHS
-

FIRE VOLUNTEERS, FIRE CADETS, AND VOLUNTEER FIREFIGHTERS ASSOCIATION

ACTIVITIES: None

Department Report – 05/2023

LINDEN - PETERS FIRE DISTRICT				MONTH - YEAR: Apr-23	
INCIDENT TYPE	NO.	POSTED	CANCELED	PAID STAFF	
STRUCTURE FIRE	6		4	102 B. RUEGSEGGER	3
VEGETATION FIRE	3		2	106 M. MOJALLI	1
VEHICLE FIRE	1			108 J. REED	
FIRE OTHER				105 J. GOINS	
EMS CALL	26	2	3	107 K. DAHLENBURG	
MVA	5		2	110 R. RUEGSEGGER	1
RESCUE CALL				111 T. WATSON	
HAZARDOUS CONDITION				118 M. GARCIA	
SERVICE CALL (NON EMERGENCY)				119 M. VERDON	
GOOD INTENT CALLS				120 B. WRIGHT	
FALSE ALARMS	4		2	122 D. DENNIS	
WEATHER / DISASTER				123 J. DAVIS	
SPECIAL INCIDENTS/OTHER	2		1		
TOTAL FOR THE MONTH:	47			TOTAL:	5
TOTAL FOR THE YEAR:	237			VOLUNTEER STAFF	STA COV.
PREVIOUS YEAR COMPARISON		Diff	%	117 G. SCHAEDE (VFF)	3
MONTH:	57	-10	-21%	152 P. WHITAKER (VFF)	3
YEAR:	205	32	14%	166 A. RUEGSEGGER (VPF)	7
DAY CALLS (8AM - 5PM):	33			TOTAL:	13
NIGHT CALLS (5PM - 8AM):	14				
CALLS PER SHIFT					
A:	20				
B:	9				
C:	18				
AUTOMATIC AID					
	GIVEN	POSTED	CANCELED	RECEIVED	
WATERLOO MORADA (WMR)	14		8	6	
MOKELUMNE (MKE)				2	
CLEMENTS (CLE)				1	
FARMINGTON (FAR)				1	
FRENCH CAMP FIRE (FRC)					
COLLEGEVILLE (CVG)					
STOCKTON (STO)	1		1		
MONTEZUMA (ZUM)					
LODI (LOD)				1	
WOODBIDGE (WOO)					
LIBERTY (LIB)					
MOUNTAIN HOUSE (MHU)					
ESCALON (ESL)					
RIPON (RIP)					
CALAVERAS CONSOLIDATED					
LATHROP MANTECA (LMD)					
CalFire (TCU)					
OES, XSJ, EOC, SQF, VNC, BEU, MMU					
TOTAL:	15	0	9	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												
Ripon												
Lathrop-Manteca												
Farmington												
Linden-Peters												
Clements	1											
Woodbridge												
South County Fire Authority												
French Camp/Mountain House		1										
Liberty												
Mokelumne												
Collegetville												
Waterloo-Morada												
Thornton												
Montezuma												
Lodi												
Stockton				1								
Manteca												
Total FIU Callouts	1	1	0	1								

January

Clements – Vehicle fire with fatality. Covered by Brandon Wright on-duty.

February

French Camp – Vehicle fire with fatality. Covered by R. Smart (Stockton Fire), P. Gonzales (Stockton Fire), and Bill Fisk (French Camp Fire).

March – None

April

Stockton – Structure fire with fatality. Covered by Bill Fisk (French Camp Fire).

Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*

Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.



LIFEPAK® 15
monitor/defibrillator

Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker

Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



LUCAS® 2/3
chest compression system

Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications

Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



LIFEPAK® 1000
defibrillator

Service Plans are also available for the LIFEPAK 20e, and LIFEPAK CR2 devices.

To find out more about our Service Plans, please contact your Stryker Representative, or call 1-800-STRYKER

*Feature is available based on product specification and customization of package.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR2, LIFEPAK, LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

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Expert service designed



to work for you

When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With our ProCare Service, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.

Stryker's ProCare Service plans tailored to your needs	 Preventive maintenance	 Protect plan	 Prevent plan
Annual preventive maintenance inspection service	●		●
Documentation for regulating bodies	●		●
Stryker-trained service specialist	●	●	●
Loaner device during PMs and repairs	●	●	●
Discounts on upgrades, accessories and disposables	●	●	●
Software updates	●	●	●
Stryker OEM parts		●	●
Battery servicing and replacement*		●	●
Labor and travel expenses	●	●	●

Service details

Onsite Services are performed between 8 a.m. to 5 p.m. local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Service at scheduled times or additional labor charges may apply. Some Services may not be completed onsite. Stryker will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

Ship-In Service will ship your device to the nearest service center for repairs and inspections. We use only original manufacturer parts, and services will be performed at a designated Stryker facility. Stryker will cover round-trip shipping (ground only) for covered equipment sent to our designated facility for service.

Loaners will be provided if Covered Equipment must be removed from use to complete repairs. Stryker will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker request.

Updates are changes to a device to enhance its current features, stability or software. Stryker will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates at a time other than regularly scheduled Services will be billed on a separate invoice at 20% off the then-current list price of the Update. If parts must be replaced to accommodate installation of new software, such parts may be purchased at 30% off the then-current list price.

Upgrades are major, standalone versions of software or the addition of features or capabilities to a device. For all Service Plans, Upgrades are not provided under the Plan and must be purchased separately. Upgrades are available at 17% off the then-current list price.

Service Plans do not include: supply or repair of accessories or disposables; repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes or other products not distributed by Stryker; replacement or repair of cases; repair or replacement of items not originally distributed or installed by Stryker; Upgrades and installation of Upgrades.

Sales Rep Name:
ProCare Service Rep: Kurtis Moore

3800 E. Centre Ave
Portage, MI 49009

Date: 2/14/2023
ID #: 230214085349

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1536298	Name: Jordan Davis
Shipping Acct Num: 1536298	Title:
Account Name Linden Peters Fire Dept	Phone: (209) 887-3710
Account Address 17725 State Rte 26	Email: jdavis@lindenfire.org
City, State Zip Linden, CA 95236	

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	1	4	\$6,876.00

PROGRAM INCLUDES:

LUCAS Prevent Onsite:

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$6,876.00
	FINAL TOTAL	\$6,876.00

Start Date: 3/9/2023
End Date: 3/8/2027

Stryker Signature Date

Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

preventive maintenance ?
protect plan.

Sales Rep Name:
ProCare Service Rep: Kurtis Moore

3800 E. Centre Ave
Portage, MI 49009

Date: 4/26/2023
ID #: 230426155042

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1536298	Name: Jordan Davis
Shipping Acct Num: 1536298	Title:
Account Name Linden Peters Fire Dept	Phone: (209) 887-3710
Account Address 17725 State Rte 26	Email: jdavis@lindenfire.org
City, State Zip Linden, CA 95236	

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LUCAS	LUCAS	LUCAS PM Only Onsite	1	4	\$1,764.00

PROGRAM INCLUDES:

LUCAS PM Only Onsite:

ProCare LUCAS Preventive Maintenance: Annual onsite preventive maintenance inspection

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$1,764.00
	FINAL TOTAL	\$1,764.00

Start Date: 3/9/2023
End Date: 3/8/2027

Stryker Signature Date

Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

Preventive maintenance only

Resolution No. 23-01

**RESOLUTION OF THE LINDEN-PETERS FIRE PROTECTION DISTRICT
AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND
RESTATED JOINT EXERCISE POWERS AGREEMENT OF THE FIRE RISK
MANAGEMENT SERVICES JOINT POWERS AUTHORITY**

WHEREAS, the Fire Agencies Self Insurance System (FASIS) was formed in 1984 for the purpose of jointly funding losses and providing risk management services to reduce such losses by and among California fire protection and community services districts; and

WHEREAS, the FDAC Employment Benefits Authority (FDAC EBA) was formed in 2005 to establish, operate, manage, and administer health and welfare benefit programs for the benefit of the existing and retired officers, employees and members of the legislative body of the California public agencies who are members of FDAC EBA; and

WHEREAS, following the exploration and in-depth analysis of a strategic partnership, the Board of Directors of FASIS and FDAC EBA directed the merger of the two programs, effective July 1, 2023, to provide comprehensive and cost-effective coverage programs through a responsive risk pool for fire service agencies; and

WHEREAS, FASIS and FDAC EBA have agreed that FASIS will change its name to Fire Risk Management Services (FRMS) and adopt an amended and restated joint exercise of powers agreement, and that FDAC EBA will assign its rights and liabilities to FRMS and adopt the same agreement as its own; and

WHEREAS, the amended and restated agreement allows FRMS to operate the programs previously operated by both FDAC EBA and FASIS, and admit members that would have been eligible to join either FDAC EBA or FASIS in the past; and

WHEREAS, Linden-Peters Fire Protection District is a member of FASIS, and the Board of Directors of the Linden-Peters Fire Protection District finds it in the best interest of the Linden-Peters Fire Protection District to continue participating in and obtaining coverage and risk management services from FASIS, which is changing its name to FRMS; and

WHEREAS, FRMS (formerly FASIS) requires the Linden-Peters Fire Protection District to pass a resolution expressing the desire and commitment of the Linden-Peters Fire Protection District to approve the amended and restated joint exercise of powers agreement of FRMS and continue participation in FRMS, which requires a new three-year minimum participation period.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Linden-Peters Fire Protection District approves the Amended and Restated Joint Exercise of Powers

Agreement for FRMS, as presented; and

BE IT FURTHER RESOLVED that the Linden-Peters Fire Protection District authorizes the Fire Chief to sign the Amended and Restated Joint Exercise of Powers Agreement that shall enable the Linden-Peters Fire Protection District to continue participating in the joint self-insurance and risk management programs provided by FRMS.

THIS RESOLUTION DULY PASSED this 4th day of May, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

**Memorandum of Understanding Between San Joaquin County Community Development Department
and
Linden-Peters Fire District**

This Memorandum of Understanding is by and between the County of San Joaquin (the "County"), through its County Fire Warden which is the Director of the Community Development Department pursuant to County Ordinance Code Section 4-1002(a) (the "County Fire Warden"), and the Linden-Peters Fire District (the "District"). Collectively, the County Fire Warden and the District are the "Parties."

1. BACKGROUND:

The County created the County Bureau of Fire Prevention in Ordinance Code Title 4, Division 1, Chapter 1. In that Chapter, the County designates the Director of the County Community Development Department as the County Fire Warden, pursuant to Government Code Section 24008. The County Fire Warden has the powers and duties identified in Government Code Section 24008 and clarified in County Ordinance Code Section 4-1002.

The County Fire Warden is responsible for the administration and enforcement of the California Fire Code as the Fire Code Official, and has the powers of a peace officer in performing their duties under the County Ordinance Code within its boundaries. Section 4-1002 (a)

The District is a Fire District formed in 1937. The District has powers and operates pursuant to the Fire Protection District Law of 1987 (Health & Safety Code Section 13800, et seq.), although it was formed pursuant to laws that superseded the Act. Pursuant to the Act, the District shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purpose and intent of the Act within its boundaries.

2. PURPOSE

The purpose of this MOU between the County Fire Warden and the District is to identify which duties described in County Ordinance Code Title 4, Division 1 Fire Prevention that the Fire Warden requests, and the District agrees, to perform on behalf of the County Fire Warden within the District's boundaries.

3. EFFECTIVE DATE

The MOU is effective the date of the last Party's signature (the "Effective Date").

4. TERM

This MOU will remain in effect unless and until it is terminated by one of the Parties or otherwise superseded by law or legally binding actions of the Parties. Either Party may terminate this agreement with sixty (60) days' notice.

5. MODIFICATION

This MOU may be modified through a writing agreed to and signed by both Parties.

6. PUBLIC RECORDS

Records of work performed pursuant to this MOU shall be retained by that Party for a period of not less than 180 days per California Fire Code Section 106.4 and are subject to disclosure by that Party under the California Public Records Act.

7. QUALIFICATIONS

The Fire Warden and the District's Fire Chief shall ensure that staff performing the duties and tasks outlined in this Memorandum of Understanding will be properly trained and certified.

8. LIABILITY AND INDEMNITY

Neither Party shall be liable to a third party for any act or omission of the other Party.

Each Party shall be solely liable for negligent or wrongful acts or omissions of its own offices, agents, and employees occurring in the performance of this MOU.

If either Party is found liable for damages caused by its officers, agents, or employees, it shall pay such damages without contribution by the other Party and hold harmless the other Party from all costs and expenses resulting from any attorney fees and court costs, claims, losses, damages, and liabilities.

9. SCOPE OF SERVICES

Services performed pursuant to this MOU are authorized through County Ordinance Code Title 4, Division 1, Chapter 1, and Chapter 1 of the California Fire Code, 2022 Edition, as amended by that Title. The services to be performed by each Party are as follows:

10. FIRE CODE ADOPTION

10.a. Adoption of Fire Code:

i) Prepare and process the Fire Code that will be applicable within the District's jurisdictional boundaries and present that Code to the Board of Supervisors for adoption or ratification.

Community Development

Fire District

11. PLANNING APPLICATIONS/LAND USE ENTITLEMENT REVIEW

11.a. Planning Applications:

i)The following Party will review and comment on all planning applications, including discretionary and ministerial land use permits for projects located within the District's jurisdictional boundaries, regarding fire prevention requirements.

Community Development

Fire District-

ii) Comments on planning applications regarding fire prevention requirements will be provided to the other Party and to the planning applicant and/or the representative.

11.b. Meeting Attendance: Community Development staff hold regularly scheduled meetings to discuss conditions, including fire prevention requirements related to planning applications for projects located within the jurisdictional boundaries of the District. Fire District staff may be requested to attend meetings regarding projects for which they have provided comment, to discuss fire prevention requirements.

12. CONSTRUCTION PERMITS

12.a. Construction Permits:

i) The following Party will process applications and issue permits for all construction permits for projects located within the jurisdictional boundaries of the District, applied for pursuant to Section 105.6 of Chapter 1 of the Fire Code, 2022 Edition, and defined in Section 105.1.2, and as required by the San Joaquin County Ordinance Code.

Community Development

Fire District

ii) If the District elects to process applications and permits for projects within its jurisdiction, Plan review shall be performed by qualified personnel, using ePlanSoft plan review software, or other plan review software as mutually agreed upon by both parties. -

iii) The County will provide 75% of the collected fees to the District pursuant to a procedure approved by the Parties for Permits in which the District performed plan check services pursuant to this MOU and the County will retain 25% of the collected fee. The District will pay 75% and the County will pay 25% of any refund or reimbursement of any collected fee for a construction permit issued by the District pursuant to this MOU.

iv) The County will retain 75% of the collected fees pursuant to a procedure approved by the Parties for Permits in which the County performed required inspections pursuant to this MOU and the District will receive 25% of the fees collected. The County will pay 75% and the District will pay 25% of any refund or reimbursement of any collected fee for a construction permit issued by the District pursuant to this MOU.

12.b. Construction Fees:

i) The following Party will collect the fees for construction permits for projects located within the jurisdictional boundaries of the District, that Party issues as authorized pursuant to County Ordinance Code Title 4, Division 1, Chapter 1, Section 4-1009 and Chapter 2, Section 1018, including application, plan check, and inspection fees.

Community Development

Fire District

ii) The County will provide 75% of the collected fees to the District pursuant to a procedure approved by the Parties for Permits in which the District performed required inspections pursuant to this MOU and the County will retain 25% of the collected fee. The District will pay 75% and the County will pay 25% of any refund or reimbursement of any collected fee for a construction permit issued by the District pursuant to this MOU.

iii) The County will retain 75% of the collected fees pursuant to a procedure approved by the Parties for Permits in which the County performed required inspections pursuant to this MOU and the District will receive 25% of the fees collected. The County will pay 75% and the District will pay 25% of any refund or reimbursement of any collected fee for a construction permit issued by the District pursuant to this MOU.

12.c. Construction Inspections:

i) The following Party will perform all inspections in conjunction with District personnel to ensure work being performed pursuant to issued construction permits for projects located within the jurisdictional boundaries of the District are in conformance with plans and specifications and comply with all Fire Code and San Joaquin County Ordinance Code Provisions.

Community Development

Fire District

12.d. Certificate(s) of Occupancy: The following Party will sign Certificate of Occupancy Routing Forms for projects located within the jurisdictional boundaries of the District and incorporate comments of the District.

Community Development

Fire District

12.e. Construction Permit Tracking: The following Party will track construction permits, and issue renewals and expiration notices.

Community Development

Fire District

12.f. Construction Permit Enforcement: The following Party will perform all authorized actions to investigate and enforce any violations of the Permit requirements.

Community Development

Fire District

13. OTHER PERMITS AND INSPECTIONS

13.a. Fire Alarm and Fire Systems:

i) The following Party will perform all fire alarm and fire system, hydro, flush, and underground inspections on new installations located within the jurisdictional boundaries of the District.

Community Development

Fire District

13.b. Residential Fire Sprinkler Systems:

i) The following Party will plan check and inspect residential fire sprinkler systems located within the jurisdictional boundaries of the District.

Community Development

Fire District

13.c. Fire Apparatus Roads:

i) The following Party will approve and inspect construction fire roads for projects located within the jurisdiction of the District prior to issuance of a building permit and final fire roads prior to finalization of a building permit consistent with County Ordinance Section 4-1006 Access Roadways for Fire Apparatus.

Community Development

Fire District

ii) If the District is providing this service, then the District shall notify the County in writing within two business days of a determination that a construction fire road or final fire road is compliant.

14. BUSINESS LICENSES

14.a. Business License:

i) The following Party will perform business license inspections for business license applications for new businesses located within the jurisdictional boundaries of the district.

Community Development

Fire District (within the District's jurisdictional boundaries)

ii) If the Party performing the business license inspection does not provide comments within 15 days from the application date of a business license, said license will be considered approved by the District and/or the County.

iii) Districts providing this service shall notify the County by phone and in writing of any denial of an applied for business license within 15 days of receipt of a business license.

15. OPERATIONAL FIRE PERMITS

15.a. Operational Fire Permit Issuance:

i) The following Party will review and issue Operational Fire Permits for businesses located within the jurisdictional boundaries of the District.

Community Development

Fire District

ii) County will provide 75% of the collected fees to the District pursuant to a procedure approved by the Parties for Operational Permits in which the District performed required inspections pursuant to this MOU and the County will retain 25% of the collected fee. Any refund or reimbursement of the collected fee will be paid 75% by the District and 25% will be paid by the County.

iii) The County will retain 75% of the collected fees pursuant to a procedure approved by the Parties for Operational Permits in which the County performed required inspections pursuant to this MOU and the District will receive 25% of the fees collected. The County will pay 75% and the District will pay 25% of any refund or reimbursement of any collected fee for a construction permit issued by the District pursuant to this MOU.

15.b. Operational Fire Permit Inspections: The following Party will perform all Operational Fire Permit inspections for businesses located within the jurisdictional boundaries of the District.

Community Development

Fire District

16. WEED ABATEMENT

16.a. Weed Abatement Inspection:

i) The following Party will perform required weed abatement/debris removal inspections and posting for notification pursuant to San Joaquin County Ordinance Code Title 4, Division 1, Chapter 6 for properties located within the District's jurisdictional boundaries.

Community Development

Fire District

16.b. Weed Abatement:

i) The following Party will coordinate and perform abatement of weed and debris on site pursuant to San Joaquin County Ordinance Code Title 4, Division 1, Chapter when necessary within the District's jurisdictional boundaries.

Community Development

Fire District

17. FIRE FACILITY FEE ORDINANCES

17.a. Fire Facility Fees:

i) The following party will administer the Fire Facility Fee Ordinances pursuant to San Joaquin County Ordinance Code Title 9, Division 12, Chapter 9-1225.

Community Development

Fire District

ii) If the District has established a fire facility fee for projects located within the jurisdictional boundaries of the District, then the District shall prepare and forward to the County all required reports related to the Fire Facility Fee Ordinance Program upon request.

18. APPEALS

18.a. Fire Appeals Board:

i) The following Party will accept and process appeals to the Building Board of Appeals, which serves as the Fire Board of Appeals, pursuant to San Joaquin County Ordinance Code Title 4, Division 1, Section 41001.

Community Development

Fire District

ii) If the District is providing this service, then the District is responsible for processing the appeal, however, the County will assist the District upon request.

19. ENFORCEMENT ACTION

19.a. Enforcement Action:

i) The following Party will initiate and proceed with all code enforcement actions pursuant to San Joaquin County Ordinance Code Title 4, Division 1, Chapter 3, when there is a Fire Code or San Joaquin County Ordinance Code violation within the jurisdictional boundaries of the District, including any necessary hearing or court appearances.

Community Development

Fire District

20. FUNDING

Each Party shall be responsible for all of its expenses related to services provided under this MOU.

21. EMPLOYEE/EMPLOYER

Both Parties agree that nothing in this MOU is intended to, nor shall it be construed to create, an employer/employee relationship between officers, employees, agents, or representatives. Each Party retains exclusive control and supervision of its personnel in the performance of the Services herein agreed upon.

San Joaquin County Community Development Department

By: _____, Director/Fire Warden

Date: _____

Linden-Peters Fire District

By: _____, Chairman of the Board

Date: _____

Linden-Peters Fire District

By: _____, Fire Chief

Date: _____

Approved as to form:

Office of County Counsel

By: _____

Date: _____

[DISTRICT COUNSEL]

By: _____

Date: _____