#### **BOARD OF DIRECTORS**

Matt Furrer (President) John Arabian (Vice President) Brad Richter (Secretary) Francisco J. Chavez (Director) Stanley Bulla (Director) Darryl Mendes (Director)



**FIRE CHIEF** 

**Dustin Hail** 

FRESNO COUNTY FIRE PROTECTION DISTRICT Board of Directors – Regular Meeting March 15, 2023– 6:00 pm. 9594 E. American Ave Del Rey, CA 93616

## AGENDA

### **MEETING PROCEDURES**

The presiding officer of the Board of Directors may enforce a maximum time limit of three (3) minutes for each person to address the Board. Please address all remarks to the entire Board and not to individual Board Members. Your cooperation will help to ensure that the Board meeting will move forward in a timely and orderly fashion.

In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 210 S Academy Avenue, Sanger, California 93657, at the scheduled meeting or will be available on the Districts website <u>www.fresnocountyfire.org</u>. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District.

In compliance with the Americans With Disabilities Act ("ADA") for special accommodations to access, attend or participate in the District Board meetings, please contact the District at (559) 493-4300 at least one business day before the scheduled meeting.

#### PARTICIPATION BY TELECONFERENCE

Consistent with Government Code section 54953 and State and County Health Orders promoting social distancing, the meeting will be accessible telephonically to all members of the public via the teleconference # 1-877-336-1829 and participant #156165.

#### **ROLL CALL**

#### PLEDGE OF ALLEGIANCE

#### INTRODUCTIONS/PRESENTATIONS

#### CHANGES/CONFIRMATION OF AGENDA

#### **PUBLIC COMMENTARY**

1. This portion of the agenda may be utilized by any person to address the Board of Directors on any matter within the jurisdiction of the Fresno County Fire Protection District. However, depending on the subject matter, the Board may be unable to respond at this time or until the specific item is placed on the agenda at a future meeting, as provided by the Brown Act. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed.

#### **CONSENT AGENDA (Items 2-8)**

These matters are routine in nature and are usually approved by a single vote. Prior to action by the Board, the public will be given the opportunity to comment on any Consent Item.

- Items to be removed from Consent for Discussion
- Approval of Consent Agenda
- Discussion/Action on Items removed from Consent Agenda
- 2. Board of Directors Regular and Special Meeting Minutes

-Approve minutes of Regular Meeting held on February 15, 2023

- 3. Accounts Payable Reports Review and Approval for March 2023 -Approve Regular Warrants for March 2023 Issue Date: March 15, 2023
- **District Financial Statements** -Review District Financial Statements for. February 2023.
- 5. Incident Summary for the Month of February 2023 -Review Revised Incident Summary for February 2023.
- 6. <u>Law Enforcement/Fire Protection & Code Enforcement Summary</u> -Review Law Enforcement/Fire Protection & Code Enforcement Summary for February 2023.
- 7. <u>Fleet Maintenance for the Month of February 2023</u> -Review Fleet Maintenance for February 2023.
- Fire Agreement Shaver Lake Volunteer Fire Department
   -Review A Cooperative Agreement between Fresno County Fire Protection District and Shaver Lake Fire

#### **OLD BUSINESS**

#### 9. Ordinance No. 2023-02 Board Member Compensation

- Staff discussion on Board Members Compensation
- Public Input
- Board Action: Vote of Board.

#### **NEW BUSINESS**

### 10. <u>Resolution No. 2023-01 Authorizing Participation in the Fire Risk Management Services Joint Powers</u> <u>Authority</u> Chief Hail

- Staff discussion on Authorizing Participation in the Fire Risk Management Services Joint Powers Authority
- Public Input
- Board Action: Vote of Board.

### 11. <u>Heavy Equipment Mechanic and Administrative Assistant Positions</u>

- Staff discussion on adding a Heavy Equipment Mechanic and Administrative Positions
- Public Input
- Board Action: Vote of Board.

## 12. <u>Creation of the 2022 Annual Report</u>

- Staff discussion on authorizing the finalization and implementation of the 2022 Annual Report
- Public Input
- Board Action: Vote of Board.

AC Michaels

Chief Hail

Ross

2

#### 13. <u>Amended Final Budget for Fiscal Year 2022-23</u>

AC Michaels

- Staff discussion on reviewing and approving the Amended Final Budget for Fiscal Year 2022/2023
- Public Input
- Board Action: Vote of Board.

#### BOARD MEMBER AGENDA REQUESTS/REPORTS

14. Requests by the Board Members for Future Agenda Items and/or Reports of Board Member Activities.

#### STAFF REPORTS

- **15.** Updates and/or Reports by the Fire Chief and Staff Members.
  - Station 72
  - Generator Grant
  - Standards of Coverage

### LEGAL COUNSEL REPORTS

16. None

#### **CLOSED SESSION**

#### 17. CONFERENCE WITH LEGAL COUNSEL

A. ANTICIPATED LITIGATION-Consideration of Personnel matter pursuant to Government Code Sections 54956.9 (d) (2) and 54957 (b): (1 matter).

#### 18. REPORT UPON RETURN FROM CLOSED SESSION.

#### ADJOURNMENT

April 19, 2023 – Next Regular Board Meeting

I, Bailey Castaneda, District Clerk for the Fresno County Fire Protection District certify that the District Clerk's office posted the forgoing agenda no later than (72) or (24) hours prior to the meeting date at Mid Valley Regional Fire Training Center, 9594 E. American Avenue, Del Rey, California and the District's website at www.fresnocountyfire.org.

## FRESNO COUNTY FIRE PROTECTION DISTRICT

Board of Directors – Regular Meeting February 15, 2023 – 6:00 p.m. Mid Valley Regional Fire Training Center 9594 E. American Ave. Del Rey, California

### MINUTES

MEMBERS PRESENT: Arabian, Richter, Bulla; Furrer and Chavez teleconference

MEMBERS ABSENT:

STAFF:

Hail, Michaels, Wittwer, Chrisman, Castaneda

LEGAL COUNSEL: Ross

GUESTS:

## ROLL CALL

President Furrer requested a roll call from the Clerk of the Board. There were five (5) members present.

### PLEDGE OF ALLEGIANCE

President Furrer called the meeting to order at 6:00pm and President Furrer opened with the Pledge of Allegiance.

## INTRODUCTIONS/PRESENTATIONS

None

CHANGES/CONFIRMATION OF AGENDA None

Agenda Item 1 - PUBLIC COMMENTARY None

## **CONSENT AGENDA (Items 2-8)**

UPON MOTION BY DIRECTOR BULLA, SECOND BY DIRECTOR RICHTER AND CARRIED BY UNANIMOUS VOTE (5-0), TO APPROVE CONSENT AGENDA ITEMS NUMBERS 2-8.

No Public Comment.

## **OLD BUSINESS**

# Agenda Item 9 - Report/Update on AB 2449 Procedures for Teleconferencing by Board Members at meetings.

## **NEW BUSINESS**

# Agenda Item 10 – Ordinance No. 2023-01 Adopting the 2022 California Fire Code with Local Amendments

Director Richter, moved to approve District Ordinance No. 2023–01 by reading of title only, stating:

I move adoption of District Ordinance No. 2023–01, an Ordinance of the Fresno County Fire Protection District adopting the 2022 addition of the California Fire Code, amending those portions identified hereunder, and repealing all conflicting ordinances and parts of ordinances.

UPON MOTION BY DIRECTOR RICHTER, SECOND BY BULLA CARRIED BY UNANIMOUS VOTE (5-0), TO ADOPT THE CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS.

No Public Comment.

# Agenda Item 11 – Nomination for District Representative on the FAIRA Governing Board

UPON MOTION BY VICE PRESIDENT ARABIAN, SECOND BY DIRECTOR RICHTER CARRIED BY UNANIMOUS VOTE (5-0), TO APPROVE THE NOMINATION FOR DISTRICT REPRESENTATIVE ON THE FAIRA GOVERNING BOARD.

No Public Comment.

## Agenda Item 12 - Board Member Stipends

Directors discussed stipend for Board Members. Legal Counsel Ross will create an Ordinance and will be discussed at next Board Meeting.

### Agenda Item 13 – Board Member Agenda Requests/Reports None

## Agenda Item 14 – Staff Reports

- 1. Chief Hail stated 72 met with contractor and settled on size to come up with cost. They are just waiting for an email back from them.
- 2. Chief Hail advised he still hasn't heard anything back from Geo tech or Zumult.

- 3. Chief Hail advised the Board members that the annual audit is being done along with a second audit due to receiving federal funding for COVID. We are needing to provide the auditor with more information due to the second audit being done.
- 4. Chief Hail gave an update on the S.W.A.T analysis he did with the Battalion Chiefs and the Division Chiefs.
- 5. DC Wittwer stated there are 5 Generators completed and 3 in the construction phase process.
- 6. DC Wittwer advised there are 5 that do not have permits and 93,95, and 85 have not started the process.
- 7. DC Wittwer stated we have exhausted all grant funds and will be closing out until July.
- 8. DC Wittwer gave an update on the Generator at station 90. It was turned on, on 2/14/2023.
- 9. DC Wittwer advised station 77 is waiting on the gas company to come out and do the connection.
- 10.DC Wittwer stated Station 82 is going to be a big cost for the generator. We are waiting on cost estimate.
- 11. DC Wittwer advised that they need to saw cut across the driveway of Station 93 to get to the gas line. This may take longer.
- 12. Michaels advised partial teeter payments to have come in and they will be expecting more. Several payments still haven't reported payment on anything.
- 13. Michaels stated it is too early to tell if we are close the 50%.

## Agenda Item 15 – Legal Counsel Reports

Legal Counsel Ross gave oral presentation for

UPON MOTION BY DIRECTOR RICHTER AND SECOND BY DIRECTOR BULLA AND CARRIED BY UNANIMOUS VOTE (5-0) IN FAVOR, TO MOVE INTO CLOSED SESSION.

## Agenda Item 16 – Conference with Legal Counsel

A. – Anticipated Litigation - Consideration of Personnel matter pursuant to Government Code Sections 54956.9 (d) (2) and 54957 (b): (1 matter).

UPON MOTION BY DIRECTOR CHAVEZ AND SECOND BY DIRECTOR ARABIAN AND CARRIED BY UNANIMOUS VOTE (5-0) IN FAVOR, TO MOVE INTO OPEN SESSION.

## Agenda Item 17 – Report Upon Return from Closed Session

Written report to be prepared pursuant to Government Code section 54957.154957.1.

UPON MOTION BY DIRECTOR RICHTER AND SECOND BY DIRECTOR BULLA AND CARRIED BY UNANIMOUS VOTE (5-0) IN FAVOR, TO ADJOURN THE MEETING.

**ADJOURNMENT** – The meeting was adjourned at 7:05 p.m.

The next Regular Board meeting will be held on March 15, 2023.

		Fresno Coun	ty Fire Protection District	
			Unpaid Bills	
	T		March 2023	r
X	<b>_</b>			
Vendor	Date	Invoice Number	Memo	Amount
A T & T - 5014	2/16/23	317198782	Internet, ECC	\$187.25
А Т & Т - 5025	2/1/23	2342714965	Telephone Service	\$107.75
	2/1/23	2384510082	Telephone Service	\$194.13
	2/10/23	2342714908	Telephone Service	\$107.33
	2/10/23	2342714909	Telephone Service	\$107.33
	2/10/23	2342714938	Telephone Service	\$111.99
A T & T - CalNet	2/13/23	9391062052	Telephone Service, Stn. 89	\$58.62
	2/13/23	9391062054	Telephone Service, Stn. 86	\$58.07
	2/13/23	9391062057	Telephone Service, Stn. 74	\$28.47
	2/13/23	9391062059	Telephone Service, Stn. 87	\$77.35
	2/13/23	9391062060	Telephone Service, Stn. 71	\$27.11
	2/13/23	9391062061	Telephone Service, Stn. 96	\$80.90
	2/13/23	9391062062	Telephone Service, Stn. 90	\$52.55
	2/13/23	9391062064	Telephone Service, Stn. 90	\$32.67
	2/13/23	9391062065	Telephone Service, Stn. 82	\$141.01
	2/13/23	9391062066	Telephone Service, Stn. 83	\$57.08
	2/13/23	9391062067	Telephone Service, Stn. 94	\$58.47
	2/13/23	9391064783	Telephone Service, ECC	\$133.32
	2/15/23	9391062068	Telephone Service	\$57.37
	3/1/23	9391062058	Telephone Service, Stn. 85	\$67.81
Absolute Software, Inc.	2/27/23	10068466	Renew Netmotion Mobility VPN Services for AVL Units / Licenses	\$6,650.00
Bauer Compressors Inc.	2/15/23	303666	G1 SCBA RFID Chips	\$1,965.15
•	2/17/23	303837	G1 Repair Parts	\$73.31
BCT Consulting, Inc.	3/1/23	2059-03012023-24	Telephone Service, Protection/Planning	\$270.00
Califitness	2/21/23	12242	Fitness Equipment Repairs, Stn. 93	\$85.00
	2/28/23	12255	Fitness Equipment Repairs, Stn. 95	\$170.00
CalNeva Broadband LLC	2/25/23	7046	Internet Service, Stn. 93	\$105.90
Caruthers Community Service District	3/1/23	030123	Utilities, Stn. 90	\$85.00
Central State Inc.	2/20/23	A-58859	Toilet Rental, Stn. 75	\$42.80
City of Fowler	2/21/23	22123	Mayor Parra State of the City Breakfast	\$36.00
City Of Fresno Utilities	2/7/23	20723	Water Service, Stn. 87	\$266.66
City Of Mendota	2/5/23	20523	Utilities, Stn. 96	\$275.52
City of Parlier	2/3/23	20323	Utilities, Stn. 71	\$635.80
Clevenger Mercantile LLC	2/21/23	65735	Station Maintenance, Stn. 90	\$76.37
Comcast - 60533	2/16/23	21623	Internet Service, Protection/Planning	\$267.88

Vendor	Date	Invoice Number	Memo	Amount
	2/22/23	22223	Internet Service, Del Rey	\$462.36
Cook's Communications Corp.	2/28/23	153153	Repeater Sites	\$2,245.20
County of Fresno Employee Benefits	2/2/23	20223	Billing Period March 2023	\$10,263.79
	3/8/23	030823	Billing Period April 2023	\$8,611.99
County of Fresno IT Services Dept.	1/30/23	1204	IT Charges - December	\$236.05
	2/22/23	1215	IT Charges - January	\$236.05
Cuttone & Mastro CPA's	2/28/23	3783	Progress Bill for Financial Statement Audit as of June 2022	\$13,000.00
Daniel Cheney	2/27/23	22723	Protection / Planning Office Lease,	\$1,300.00
Dept. of Forestry & Fire Protection	1/11/23	167377	PCA 47704, Schedule A, 1st Qtr. Actual	\$6,268,130.42
	2/3/23	FS-RICOP0409	Training Certs - RIC Ops 1/4 - 1/6/23	\$1,200.00
	2/7/23	FS-RRT0345	Training Certs - Rope Rescue Tech 10/17 - 10/21/22	\$900.00
Dept of Motor Vehicles	2/27/23	22723	New Type 3 Sales Tax	\$798.00
Diamondback Fire & Rescue Inc.	2/24/23	25950	Amkus Tool Sets	\$71,700.80
	2/24/23	25953	Fire Hooks, Inventory	\$1,671.96
	2/24/23	25955	District Equipment	\$2,828.95
	2/24/23	25952	Equipment, New E-71	\$8,821.56
ESI Employee Assistance Group	3/1/23	49606	EAP Services, 4/1/23 - 3/31/24	\$2,600.00
Ferrellgas	11/4/22	2029323192	Propane Expense, Stn. 72	\$554.37
Fire Safety Solutions Inc.	3/1/23	FCF-2-2023	Fire Protection Engineering Services	\$9,700.00
Fresno Equipment Company Corp.	10/12/22	414734	Station Maintenance, Stn. 93	\$194.90
Fresno Fence Connection	2/14/23	116	Storm Damage Fence Repairs, Shop	\$3,757.00
	2/14/23	117	Storm Damage Fence Repairs, Stn. 71	\$3,607.00
	2/14/23	118	Fence Repairs from Storm Damage, Stn. 71 / Shop	\$14,900.00
Frontier Communications	2/10/23	5598761584	Telephone Service	\$536.58
	2/13/23	4081997782	Telephone Service	\$63.14
	2/19/23	5597873067	Telephone Service	\$157.68
	2/19/23	2091481721	Telephone Service	\$66.39
	2/22/23	5596985500	Telephone Service, Stn. 95	\$321.43
	3/4/23	2091480977	Telephone Service	\$51.80
	3/7/23	2091481918	Telephone Service	\$453.56
Harralson Machine Works	2/13/23	52742	Station Maintenance, Stn. 95	\$32.37
	3/3/23	52901	Station Maintenance, Stn. 95	\$4.84
Industrial Waste & Salvage Corp.	2/1/23	867464	Waste Disposal, Stn. 89	\$166.40
Jeff Katz Architecture	2/28/23	21571	Station 71 Addition	\$2,400.00
Jorgensen Company	2/27/23	6053800	Annual Maintenance, Stn. 94	\$164.33
	2/28/23	6054322	Annual Maintenance, Stn. 82 / Shop	\$2,113.30
JS West Propane Gas	2/15/23	39898	Propane Expense, Stn. 82	\$689.84
	2/15/23	40336	Propane Expense, Stn. 82	\$1,341.15
	2/22/23	732692	Propane Expense, Stn. 82	\$887.17

Vendor	Date	Invoice Number	Memo	Amount
	3/1/23	426890	Propane Expense, Stn. 82 / Shop	\$714.25
Ken Jones All Appliance Repair	1/17/23	14469	Washing Machine Repair, Stn. 83	\$798.00
Kronos Incorporated	2/22/23	12037001	TeleStaff IVR / Voxeo Service - January	\$244.27
Kronos SaaShr, Inc.	2/15/23	12034692	Workforce Ready Time Keeping/Accruals	\$1,339.83
Law Offices of William Ross	2/10/23	10925	District Legal Fees - General	\$5,178.50
	3/1/23	10936	District Legal Fees - General	\$5,148.50
Liebert Cassidy Whitmore	1/31/23	234317	District Legal Fees, General	\$473.00
	1/31/23	234407	District Legal Fees, Wage Claim	\$421.00
Lovewell's Propane Service Inc	2/14/23	1132783	Propane Expense, Stn. 77	\$242.37
McCormick Barstow LLP	2/13/23	2125927	Legal Services	\$167.50
Merlo Electric	2/17/23	3	Electrical Construction for OES Generator Grant, Stn. 85, 93 & 95	\$16,000.00
Mid Valley Disposal, LLC	3/1/23	2610642	Waste Disposal, Stn. 95	\$157.99
	3/1/23	2610671	Waste Disposal, Stn. 90	\$117.27
	3/1/23	2610840	Waste Disposal, Stn. 82, 83, 84 / HQ	\$1,250.15
	3/1/23	2611245	Waste Disposal, Stn. 94	\$135.96
Molina, Raul	3/1/23	030123	Protection/Planning Janitorial, March 2023	\$225.00
Mountain Flame Propane	3/2/23	U0073947	Propane Expense, Stn. 74	\$705.62
Municipal Emergency Services Inc.	2/15/23	1830870	Equipment, New E71 / Stock	\$1,319.78
	2/28/23	1838578	Equipment, New E71	\$1,189.30
Nextiva, Inc.	2/22/23	48000872052	Initialize Phone Service, District Stations	\$1,113.72
PCF Payroll	2/17/23	21723	WP 125 (12/26/22 - 1/22/23)	\$1,413.85
PG&E	1/27/23	2055087069-3	Utilities, Training Center	\$3,157.24
	2/2/23	0518935111-6	Temporary Utilities, Stn. 71	\$156.05
	2/15/23	2663580668-5	Utilities, Protection / Planning	\$387.68
	2/24/23	2055087069-3	Utilities, Training Center	\$2,229.79
	2/27/23	6293452033-9	Utilities	\$13,864.26
	3/6/23	0518935111-6	Temporary Utilities, Stn. 71	\$142.26
Ponderosa Telephone Corp.	3/1/23	5598553861	Telephone Service, Stn. 75	\$56.57
Raceway Carwash	1/31/23	5205	Car Wash - District Vehicles	\$24.00
Republic Services #917	2/26/23	0917-001722886	Waste Disposal, Stn. 85	\$90.24
Robert V. Jensen, Inc.	1/30/23	536068	Fuel Expense, Stn. 96	\$738.90
	2/6/23	536425	Fuel Expense, Stn. 94	\$717.89
	2/9/23	536626	Fuel Expense, Stn. 82 / Shop	\$904.37
	2/9/23	536627	Fuel Expense, Stn. 82 / Shop	\$1,366.17
	2/10/23	536674	Fuel Expense, Stn. 86	\$455.85
	2/10/23	536675	Fuel Expense, Stn. 85	\$898.72
	2/13/23	536737	Fuel Expense, Stn. 90	\$1,399.69
	2/16/23	536943	Fuel Expense, Stn. 74	\$797.29
	2/16/23	CL10562	Fuel Expense	\$325.84

Vendor	Date	Invoice Number	Мето	Amount
	2/16/23	536868	Fuel Expense, Stn. 71	\$1,142.72
	2/16/23	536892	Fuel Expense, Stn. 82 / Shop	\$939.61
	2/16/23	536893	Fuel Expense, Stn. 82 / Shop	\$1,958.11
	2/22/23	537151	Fuel Expense, Stn. 93	\$1,247.11
	2/27/23	537195	Fuel Expense, Stn. 82 / Shop	\$1,512.03
	2/27/23	537196	Fuel Expense, Stn. 82 / Shop	\$827.99
	2/27/23	537308	Fuel Expense, Stn. 89	\$1,728.79
	2/28/23	537391	Fuel Expense, Stn. 71	\$666.37
	2/28/23	CL10708	Fuel Expense	\$472.41
	3/2/23	537503	Fuel Expense, Stn. 86	\$892.51
	3/2/23	537506	Fuel Expense, Stn. 82 / Shop	\$4,454.75
	3/3/23	537558	Fuel Expense, Stn. 95	\$1,559.07
	3/3/23	537557	Fuel Expense, Stn. 96	\$979.30
Schedule C Payroll	2/21/23	22123	Pay Period 2/6/23 - 2/19/23	\$33,815.72
	3/6/23	30623	Pay Period 2/20/23 - 3/5/23	\$34,856.12
SoCalGas	2/8/23	20823	Utilities, Stn. 71	\$15.03
	2/9/23	20923	Utilities, Stn. 83	\$1,109.15
	2/16/23	021623	Utilities, Stn. 90	\$247.62
Sparkletts	3/1/23	9392117	Drinking Water, HQ	\$272.22
-	3/1/23	9392173	Drinking Water, Del Rey	\$474.69
	3/1/23	9392175	Drinking Water, Stn. 83 & Protection/Planning	\$85.88
Streamline	3/1/23	8FE75203-0007	District Website Host	\$550.00
Suburban Propane LLC.	12/20/22	1617-418351	Propane Expense, Stn. 86	\$4,130.31
	2/28/23	1617-459927	Propane Expense, Stn. 86	\$4,674.39
Todd Companies	12/14/22	23002	Inspect / Repair Sink Holes, Training Grounds	\$3,304.00
U S Bank	2/22/23	022223	District Cal Card	-\$2,980.19
	2/22/23	022223	District Cal Card	\$70,479.01
Unifirst Corporation	2/20/23	372 0466143	Linen Service, Shop	\$279.43
	2/27/23	372 0467412	Linen Service, Shop	\$298.24
	3/6/23	372 0468670	Linen Service, Shop	\$283.17
Valley Gutters	2/21/23	2302-035	Install Rain Gutters, Stn. 96	\$4,375.00
Valley Wide Pest Control	2/15/23	101160	Pest Control, Stn. 83	\$40.00
	2/20/23	101480	Pest Control, Stn. 94	\$50.00
	2/20/23	101487	Pest Control, Stn. 93	\$50.00
	2/20/23	101492	Pest Control, Stn. 90	\$40.00
	2/20/23	101496	Pest Control, Stn. 89	\$40.00
	2/20/23	101500	Pest Control, Stn. 87	\$40.00
	2/21/23	101600	Pest Control, Stn. 96	\$42.00
	2/21/23	101607	Pest Control, Stn. 95	\$42.00

Vendor	Date	Invoice Number	Memo	Amount
	2/23/23	101810	Pest Control, Stn. 86	\$45.00
	2/24/23	101851	Pest Control, Stn. 82 / Shop	\$165.00
	2/24/23	101854	Pest Control, Stn. 71	\$40.00
	2/24/23	101881	Pest Control, Stn. 77	\$65.00
	2/28/23	102079	Pest Control, Stn. 85	\$40.00
Verizon Wireless	2/18/23	9928011797	Cellular Service	\$6,511.44
Vincent Communications, Inc.	1/18/23	85496	Radio Maintenance & Equipment	\$244.18
	1/19/23	85497	Radio Maintenance & Equipment	\$271.52
	1/20/23	85498	Radio Maintenance & Equipment	\$135.00
	1/21/23	85499	Radio Maintenance & Equipment	\$271.52
	1/22/23	85500	Radio Maintenance & Equipment	\$151.71
	1/23/23	85501	Radio Maintenance & Equipment	\$401.03
	2/1/23	85579	Radio Maintenance & Equipment	\$244.18
	2/2/23	85580	Radio Maintenance & Equipment	\$244.18
	2/3/23	85581	Radio Maintenance & Equipment	\$90.00
Voyager Fleet Systems Inc.	2/24/23	8691786322308	Fuel Expense	\$2,760.30
Waste Management	3/1/23	4421835-0165-3	Waste Disposal, Stn. 86	\$404.55
	3/1/23	4422127-0165-4	Waste Disposal, Stn. 87	\$249.94
Water Company	3/7/23	17991	Water Service, Stn. 89	\$201.01
Western Solid Waste	2/27/23	92522	Waste Disposal, Stn. 74	\$142.00
			Total:	\$6,703,663.14

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due		
Terms		
Memo	District Cal Card	

## **Expenses**

Account	Memo	Amount	Customer:Job	Class
Office Supplies	TW, Office Depot, Refund toner not received	-100.30		
Maintenance - Buildings & Grou	CV, Ferguson Waterworks, Return, Ponding basin drains, Stn. 82	-202.47		
Office Supplies	PH, Staples, Returned office supplies	-286.32		
Miscellaneous	JW, Holiday Inn Express, Refund disputed charge 12/22 SOA	-2,391.10		

Expense Total : -2,980.19

## Bill Total : \$2,980.19

## **Bill Credit**

Date	Ref. No.
02/22/23	022223

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Date	Ref. No.
02/22/23	022223

Bill

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Maintenance - Buildings & Grou	JD,	109.20		
Miscellaneous	JD,	177.03		
Miscellaneous	JD,	495.00		
Maintenance - Buildings & Grou	DR, J & E Restaurant Supply, Replace ice machine, Stn. 86	3,351.27		
Maintenance - Buildings & Grou	DR, Amazon, Label maker / labels	111.90		
Parlier Station Improvements	DR, Ventura TV, Washer / Dryer combo, Stn. 71	2,106.30		
Maintenance - Buildings & Grou	DR, Home Depot, Paint supplies, Stn. 96	177.96		
Maintenance - Buildings & Grou	DR, Home Depot, Wire for Training center west gate	500.93		
Maintenance - Buildings & Grou	DR, Amazon, Gate tire, Stn. 93	21.57		
Maintenance - Repair Shop	BG, Integrated Supply Network, Impact wrench, R4331	477.05		
Maintenance - Repair Shop	BG, Amazon, Vacuum part, Shop office	43.18		
Maintenance - Repair Shop	BG, San Joaquin Auto Electric, Alternator, Shop stock	421.48		
Maintenance - Repair Shop	BG, Kimball Midwest, Wiring, New B4318	39.74		
Maintenance - Repair Shop	BG, Gibbs International, Parts for multiple vehicles	9,998.54		
Maintenance - Repair Shop	BG, Amazon, Front bumper hinge, SQ87	510.21		
Maintenance - Repair Shop	BG, Uline, Shop supplies	147.00		
Maintenance - Repair Shop	BG, Betts, Parts for multiple vehicles	4,134.45		
Other Agency Repair Services	BG, Betts, Parts for Fowler Fire E101, E102	589.53		
Maintenance - Repair Shop	BG, Robert V Jensen, Engine oil	773.27		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

02/22/23	022223

Ref. No.

Date

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

## **Expenses**

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Fire Apparatus Solutions, Parts for multiple vehicles	5,565.36		
Maintenance - Repair Shop	BG, Napa, Parts for multiple vehicles	1,938.08		
Maintenance - Repair Shop	BG, Amazon, Outlet charger, New B4318	72.33		
Food	BG, Subway, Lunch Greenwood / Sanders TCU graphics install	32.71		
Maintenance - Repair Shop	BG, Barnes Welding Supply, Welding supplies	24.61		
Maintenance - Repair Shop	BG, Integrated Supply Network, Creeper, Stn. 86	90.56		
Maintenance - Repair Shop	BG, Wurth, Maintenance supplies, Shop	207.18		
Maintenance - Repair Shop	BG, Associated Compressor, Shop air compressor	136.22		
Maintenance - Repair Shop	BG, Lehr, Charge in error, Credit to follow	393.89		
Maintenance - Repair Shop	BG, Burton's Fire, Pump pit	124.43		
Maintenance - Repair Shop	BG, Amazon, Ear protection	77.60		
Maintenance - Repair Shop	BG, Extendo Bed, Lowering links, New B4318	75.00		
Maintenance - Repair Shop	BG, Mob Armor, Tablet mount, New B4318	129.56		
Transportation/Travel Claim	BG, Extended Stay America, Lodging for D. Kagy HEM class	596.64		
Maintenance - Repair Shop	BG, Wurth, Maintenance supplies	67.85		
Maintenance - Buildings & Grou	SH, Kiper True Value Hardware, Plumbing supplies, Stn. 77	27.86		
Maintenance - Buildings & Grou	SH, Kiper True Value Hardware, Plumbing supplies, Stn. 77	7.77		

Bill

Date	Ref. No.
02/22/23	022223

Bill

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Maintenance - Buildings & Grou	DS, Canyon Fork Ace Hardware, Paint for poles around generator, Stn. 74	103.62		
Maintenance - Buildings & Grou	DS, Lowes, Paint for electrical panel, Stn. 74	19.41		
Office Supplies	RR, Amazon, Office chairs, Stn. 72	971.61		
Food	RR, Pizza Factor, Incident meals CAFKU 003446	58.27		
Fire Hoses	SS, Fire Hose Direct, Red booster line hose	1,493.81		
Wireless Internet	JC, AT&T, Internet service, ECC	187.25		
Computers & Supplies	JC, Amazon, Wireless mice, B4318 / Stock	70.65		
Computers & Supplies	JC, Amazon, Wireless keyboard/mouse, Stock	161.44		
Mobile Computer/AVL Program	JC, Crucial.com, 1TB SSDs for Toughbooks	170.18		
Telestaff Program	JC, Twilio, SMS service for Telestaff	250.00		
Department of Homeland Securit	JC, Crucial.com, Memory for NAS for CAD to CAD project	176.12		
Department of Homeland Securit	JC, Amazon, 2TB SSDs for NAS storage VMWare environment	2,509.92		
Computer Equipment & Software	JC, Adobe.com, Adobe licensing renewal	2,303.04		
Mobile Computer/AVL Program	JC, Amazon, Network rack patch cables, ECC	58.48		
Wireless Internet	JC, Ponderosa Edge, Internet service, Stn. 74	99.95		
Computer Equipment & Software	JC, Ubiquity Inc., POE switch, Stock & WAPs for station wifi, generators and air sensors	1,228.21		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

	Bill
Date	Ref. No.
02/22/23	022223

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Maintenance -	JC, Lowes, Point to point	187.01		
Communications	harware, ECC			
Maintenance - Repair Shop	RB, Mid-Term, Feed through bushing, New B4318	129.69		
Maintenance - Repair Shop	RB, Mid-Term, Pump connectors, E95	165.61		
Maintenance - Repair Shop	RB, Gibbs International, Parts for multiple vehicles	3,375.17		
Maintenance - Repair Shop	RB, Home Depot, Rear slide parts, New B4318	39.46		
Maintenance - Repair Shop	RB, Jim Manning Dodge, Front door switch, SQ87	40.20		
Other Agency Repair Services	AS, Grimco, Graphics stock	89.05		
Other Agency Repair Services	AS, Fellers, Graphics supplies, Coalinga Engine 171	440.84		
Other Agency Repair Services	AS, Grimco, Graphics stock	84.90		
Small Appliances/Kitchen Goods	TW, Amazon, Can opener, Stn. 85	16.09		
Office Supplies	TW, Staples, Copy paper, HQ	291.47		
Oxygen	TW, Barnes Welding Supply, O2	6.45		
Cleaning Supplies	TW, Amazon, Car wash brush, Stn. 71	38.48		
Office Supplies	TW, Staples, Toner, Stn. 83	56.18		
Office Supplies	TW, Staples, Office supplies, Training	155.86		
Office Supplies	TW, Staples, Office supplies, Stn. 87	86.87		
Office Supplies	TW, Staples, Office supplies, Stn. 83	35.35		
Cleaning Supplies	TW, Amazon, Tire wash brush, Stn. 71	9.03		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Date	Ref. No.
02/22/23	022223

Bill

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Cleaning Supplies	TW, Uline, Cleaning supplies, Svc Ctr	1,264.60		
Personal Safety Supplies	TW, Uline, Ear plugs, Svc Ctr	24.84		
Office Supplies	TW, Amazon, Office supplies, P4325	20.31		
Cleaning Supplies	TW, Amazon, Disinfecting spray, Svc Ctr	89.80		
Office Supplies	TW, Staples, Office supplies, Stn. 93	128.91		
Office Supplies	TW, Staples, Office supplies, HQ	124.44		
Office Supplies	TW, Staples, Office supplies, Svc Ctr	5.93		
Training	TW, Staples, Office supplies, Training	155.86		
Cleaning Supplies	TW, Amazon, Trash bags, Svc Ctr	152.85		
Cleaning Supplies	TW, Amazon, Paper towels, Svc Ctr	248.44		
Office Supplies	TW, Office Depot, Toner, HQ	568.50		
Cleaning Supplies	TW, Staples, Cleaning supplies, Training	95.43		
Office Supplies	TW, Staples, Office supplies, Protection / Planning	62.04		
Small Appliances/Kitchen Goods	TW, Amazon, Fan, Stn. 86	55.22		
Office Supplies	TW, Amazon, Labor law posters, Stn. 75 / 77	64.36		
Office Supplies	TW, Amazon, HIPPA law posters, Stn. 75 / 77	53.88		
Office Supplies	TW, Staples, Office supplies, Stn. 83	73.27		
Office Supplies	TW, Staples, Office supplies, Protection / Planning	64.76		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Date	Ref. No.
02/22/23	022223

Bill

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Oxygen	TW, Barnes Welding Supply, O2	119.25		
Cleaning Supplies	TW, Amazon, Dusters, Svc Ctr	35.43		
Personal Safety Supplies	TW, Amazon, Badge mourning shrouds	23.74		
Office Supplies	TW, Staples, Office supplies, Stn. 82	109.84		
Training	TW, Amazon, Office supplies, Training	60.44		
Office Supplies	TW, Staples, Office supplies, B4319	13.92		
Protection/Planning	TW, Professional Print, Business cards J. Blalock	164.99		
Office Supplies	TW, Amazon, Office supplies, Training	29.96		
Cleaning Supplies	TW, Amazon, Duct tape, Svc Ctr	48.08		
Oxygen	TW, AirGas, O2	64.55		
Office Supplies	TW, Staples, Copy paper, Training	97.16		
Oxygen	TW, Barnes Welding Supply, O2	133.35		
Cleaning Supplies	TW, Costco, Cleaning supplies, Svc Ctr	370.15		
Fire Fighting Equipment	CV, Home Depot, Hand tools, New 71	51.78		
Maintenance-Small Engine & JAW	CV, Klingspor, Cutoff saw blades	337.84		
SCBA, Gas Monitor and Equipmen	CV, Home Depot, Dewalt batteries, New E74	860.56		
Maintenance - Buildings & Grou	CV, Ferguson Waterworks, Ponding basin drains, Stn. 82	203.18		
Food	DU, Smart & Final, Hydration Elkhorn incident CAFKU 002439	17.89		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Date	Ref. No.
02/22/23	022223

Bill

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Maintenance - Buildings & Grou	MB, Coalinga Hardware, Station maintenance, Stn. 93	35.49		
Food	MM, Me N Eds, Lunch District budget meeting	158.82		
EMT Certification	MM, Livescan Fresno, EMT recertifications, Wild, Gonzales, Meraz	51.00		
Training	JM, Amazon, Smoke machine maintenance	26.98		
Training	JM, Amazon, Smoke machine maintenance	8.63		
Transportation/Travel Claim	RB, Fairfield Inn, Lodging FF Gibbs for TSS Class	519.32		
Transportation/Travel Claim	RB, Fairfield Inn, Lodging FAE Retton for TSS Class	519.32		
Maintenance - Buildings & Grou	RB, Home Depot, Heater thermostat, Stn. 87	32.48		
Technical Rescue Program	RB, Rock Exotica, Aztec, L72	489.20		
Technical Rescue Program	RB, Rescue Response Gear, Carabiner	107.22		
Maintenance - SCBA	TA, Bauer Compressors, G1 SCBA maintenance tools	465.57		
SCBA, Gas Monitor and Equipmen	TA, Bauer Compressors, G1 SCBA spectacle kits	528.04		
Maintenance - Buildings & Grou	TA, Culligan, Water tank service, Stn. 82	173.00		
Maintenance - SCBA	TA, Amazon, G1 SCBA maintenance tools	32.13		
Postage	TA, Sam's Mail Call, FedEx shipping	11.61		
Food	DK, Panda Express, Lunch HEM class	13.62		
Food	DK, TGI Fridays, Dinner HEM class	17.71		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Date	Ref. No.
02/22/23	022223

Bill

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

Account	Memo	Amount	Customer:Job	Class
Food	DK, The Habit, Dinner HEM class	15.72		
Food	DK, Tomatina, Dinner HEM class	22.00		
Legal Notices & Publications	Ordinance Advertisement	519.76		
Food	AC, Full O Bull, Lunch for concrete staff at Training	224.59		
Food	AC, Arsenio's Mexican Food, Breakfast burritios concrete staff at Training	130.01		
Food	AC, Me N Eds, Lunch for BC / DC meeting	169.70		
Food	AC, Taqueria Las Cabanas, Dinner for board meeting	65.21		
Legal Notices & Publications	AC, McClatchy Advertising, Ordinance Advertisement	360.16		
Food	AC, Chuck Wagon, Lunch for concrete staff at Training	97.67		
Food	AC, Chuck Wagon, Lunch for concrete staff at Training	4.14		
Food	AC, Arsenio's Mexican Food, Breakfast burritios concrete staff at Training	149.43		
Cellular Service	RM, Apple, ICloud storage, D4301 IPhone	0.99		
Information/Education	RM, Ebay, Text on Community Risk Assessments & SOC	54.35		
Office Supplies	PH, Staples, Binders, Svc Ctr	211.42		
Small Appliances/Kitchen Goods	PH, Amazon, Kitchen supplies, HQ Trailer	38.82		
Office Supplies	PH, Staples, Toner, Svc Ctr	73.09		
Food	PH, Off The Grill, Incident meals CAFKU 003042	487.12		

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Date	Ref. No.
02/22/23	022223

Bill Due	03/24/23
Terms	Net 30
Memo	District Cal Card

## **Expenses**

Account	Memo	Amount	Customer:Job	Class
Office Supplies	PH, Staples, Office supplies, HQ	14.46		
Maintenance - Buildings & Grou	JDT, White Cap, Concrete tools	838.94		
Cellular Service	JDT, Applie, ICloud storage	0.99		
Maintenance - Buildings & Grou	JDT, Abby Door, App by door service / repair, Stn. 94	1,590.00		
Maintenance - Buildings & Grou	JDT, Clevenger Ace Hardware, Supplies for generator, Stn. 90	30.58		
Maintenance - Buildings & Grou	JDT, Pacific Air, Ice machine service / repair, Stn. 82	532.28		
Maintenance - Buildings & Grou	JDT, Pacific Air, Ice machine service / repair, Stn. 95	305.53		
Maintenance - Buildings & Grou	JDT, Pacific Air, Ice machine service / repair, Stn. 86	308.75		
Grant - Power Resiliency	JDT, Home Depot, Concrete generator pads	434.07		
Maintenance - Buildings & Grou	JDT, Valley Air, Service call shower / sink, Stn. 96	495.00		
Miscellaneous	BM,	495.00		
Office Supplies	EV, Amazon, Calculator, Stn. 87	14.03		
Maintenance - Buildings & Grou	EV, Amazon, Electrical tape, Stn. 87	15.11		
Maintenance - Buildings & Grou	EV, Amazon, Sports tape, paracord, Stn. 87	26.45		
Maintenance - Buildings & Grou	EV, Amazon, Kitchen faucet, Stn. 87	49.69		
Maintenance - Buildings & Grou	EV, Amazon, Kitchen sink soap dispenser assembly, Stn. 87	20.50		
Maintenance - Buildings & Grou	EV, Home Depot, Paint, Stn. 87	28.08		
Supplies - Medical	EV, Henry Schein, Medical supplies	145.00		

Bill

Vendor

U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

	00/04/00	
Bill Due	03/24/23	
Terms	Net 30	

**District Cal Card** 

Date

02/22/23

Memo

Ref. No.

022223

**Expenses** 

Account	Memo	Amount	Customer:Job	Class
Fire Fighting Equipment	EV, Henry Schein, Warm zone triage, per B4317	2,501.21		
Fire Fighting Equipment	EV, Steve Chute, Elevator door picking tool kit, per D4305	562.78		
Supplies - Medical Food	EV, Henry Schein, Pelvic splints SB, Vons, Food for Peer Support class	135.21 74.68		
Public Information Officer	SB, Amazon, Charge in error, Reimbursement to be issued	10.89		
Public Information Officer	SB, Amazon, Charge in error, Reimbursement to be issued	8.16		
Public Information Officer	SB, Amazon, Charge in error, Reimbursement to be issued	70.82		
Training	SB, State Fire Training, Training cert S-203	128.74		
Public Information Officer	SB, QR Code Generator, QR code app for social media	191.88		
Maintenance - Buildings & Grou	JW, Tactor Supply, Weed killer for District stations	777.38		

Expense Total : 70,479.01

## Bill Total : \$70,479.01

Bill

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings	
0105 · PVB Ranger Club	3,335.85
0107 · WFB Operating Account	353,250.26
0109 · WFB Reserve Account	2,484,394.89
0110 · County of Fresno Treasury	
County Cash-10000 Gen Fund	8,487,374.75
County Cash-20000 Capital Equip	4,182,646.93
County Cash-41240 Zone 2	40.04
County Cash-41250 Zone 3	2.79
County Cash-41260 Zone 4	44.49
County Cash-41270 Zone 5	87.13
County Cash-41280 Zone 6	3.72
County Cash-41290 Zone 7	50.83
County Cash-41300 Zone 8	21.43
County Cash-41310 Zone 9	81.12
County Cash-41320 Zone 10	4,944.83
County Cash-41360 Zone A	251,792.68
County Cash-41370 Hydrant Maint	2,609.64
County Cash-41380 MNTFA	57,507.37
County Cash-41389 CFD	178,402.22
County Cash-41390 Zone 1(A) CFD	230,022.38
County Cash-41391 Zone 1(B) CFD	285,227.26
County Cash-41392 Zone 2(A) CFD	208,014.42
County Cash-41393 Zone 2(B) CFD	127,158.12
Total 0110 · County of Fresno Treas	14,016,032.15
0111 · WFB Bldg. Contingency 0112 · WFB Payroll	361,590.64 34,157.74
Total Checking/Savings	17,252,761.53
Accounts Receivable	
1200 · Accounts Receivable	431,660.44
1300 · Interest Receivable	61,065.30
1400 · Taxes Receivable	133,823.68
Total Accounts Receivable	626,549.42
Other Current Assets	
12000 · Undeposited Funds	550.00
Total Other Current Assets	550.00
Total Current Assets	17,879,860.95
TOTAL ASSETS	17,879,860.95
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Accounts Payable	296 111 76

2000 · Accounts Payable

286,111.76

## Fresno County Fire Protection District Balance Sheet As of February 28, 2023

	Feb 28, 23
Total Accounts Payable	286,111.76
Other Current Liabilities 2050 · Accrued Vacation 2100 · Accrued Wages	45,183.37 28,952.45
24000 · Payroll Liabilities	199.74-
Total Other Current Liabilities	73,936.08
Total Current Liabilities	360,047.84
Total Liabilities	360,047.84
Equity 30000 · Opening Balance Equity 32000 · Retained Earnings 34000 · Prior Period Adjustments 3900 · Fund Balance Net Income	568,283.95 7,058,902.14 95,738.95 10,207,058.53 410,170.46-
Total Equity	17,519,813.11
TOTAL LIABILITIES & EQUITY	17,879,860.95

# IMAGE*TREND* CONTINUUM®

Incidents by District/Zone									
		2023			2023	2022			
District/Zone	Jan	Feb	Mar	Grand Total - Current	% of Total Incidents - Current	Grand Total - Previous	% of Total Incidents - Previous	YTD % Change	
11	35	42	15	92	6%	80	5%	15%	
12	19	10	6	35	2%	19	1%	84.21%	
13	7	10	7	24	1%	31	2%	-22.58%	
14	63	49	13	125	8%	127	8%	-1.57%	
15	139	149	49	337	21%	369	25%	-8.67%	
17	195	220	51	466	28%	424	28%	9.91%	
18	209	198	63	470	29%	445	30%	5.62%	
FOW	26	20	8	54	3%	0	0%	N/A	
OTHER	1	2	4	7	0%	0	0%	N/A	
SLM	7	4	20	31	2%	0	0%	N/A	
Grand Total	701	704	236	1,641	100%	1,495	100%	9.77%	





Honor, Integrity, Cooperation & Professionalism

March 15, 2023

Fire Prevention & Law Enforcement Summary for February 2023

FIRE INVESTIGATIONS	FEB-22	FEB-23	<u>2023 YTD</u>
STRUCTURE	5	15	26
VEGETATION	1	0	0
VEHICLE	1	2	2
REFUSE	0	1	3
IMPROVEMENT	0	0	0
AG PRODUCT	0	0	0
OTHER AGENCY ASSIST	0	1	2
TOTALS	7	19	33
PRA REQUEST LRA	13	29	50
PRA REQUEST SRA	6	5	13
LE RELATED CALLS			
LAW ENFORCEMENT	3	4	11
CITATIONS	0	0	0
ARRESTS	0	0	0

Protection & Planning Summary for February

SERVICES	District	Shaver	Parlier	Mendota	Huron	San Joaquin	Auberry VFD	<u>2023</u> YTD	<u>2022</u> <u>YTD</u>
Conditioning Letters	11	1	0	0	0	0	1	16	23
Over The Counter Mtgs	8	0	0	0	0	0	0	11	3
Plan Reviews	21	1	0	1	2	0	1	57	55
Field Inspections	44	4	3	1	5	0	5	140	71
Insurance Inquiries	1							1	
Annual Inspection	4	4 1 9						14	
School Inspection	6							6	
4290 Inspection	SRA 12	SRA 12 1 1							
Other activities	3 knox box installs, 0 Hrs Weed Abatment								

## **Quick WO History**

Asset 224 (New BR74): 2000 INTERNATIONAL	<b>WO #</b> 3014	<u>Meter</u> Miles	Closed Date 02/27/2023	
Date(s): 02/01/2023 - 02/28/2023				02: ENGINE Labor: 6995875 - FAGUNDES, MICHAEL
507 (New BS82): 2021 RAM 5500	3012	Miles	02/22/2023	04: TRANSMISSION
531 (SQ87): 2016 Dodge RAM 5500	3013	Miles	02/21/2023	<ul> <li><b>D2: ENGINE</b></li> <li>Part: 4932615 - EGR Foot Ball Gasket</li> <li>Part: 5253019 - EGR Valve Mounting</li> <li>Gasket</li> <li>Part: 5292712 - Cummins Thermostat</li> <li>Part: 5473367 - EGR Valve</li> <li>Labor: 5780466 - NGUYEN, FERSON</li> <li><b>D2: ENGINE</b></li> <li>Part: H1301204N - VGT Orielly</li> <li>Part: EOS - Coolant</li> <li>Part: 081243HD - Napa Serpintine Belt</li> <li><b>D3: BRAKES</b></li> <li>Part: 880774CR - Rotors</li> <li>Part: 78446F - Pads Front</li> <li><b>D3: TIRES</b></li> <li>Part: 7620 - Napa Oil FIlter</li> <li>Part: 7620 - Napa Oil FIlter</li> <li>Part: 600112 - Napa Fuel Filter</li> <li>Part: 600112 - Napa Fuel Filter</li> <li>Part: 600255NP- Napa Fuel Filter</li> <li>Part: 6030 - Napa Engine Air Filter</li> <li>Part: 6930 - Napa Cabin Air Filter</li> <li>Part: 05050 - CRC Brakleen</li> <li>Part: 928 - CCP6 - BG MGC Friction Modifier</li> <li>Part: 889785 - Valvoline 75W90 - Syn</li> <li>Gear Oil QT</li> </ul>
502 (Station 82): 2021 Polaris Ranger EV	2999	Engine Hours	02/15/2023	03: BRAKES Part: 2205949 - Polaris Front Brake Pads Set Part: 5244314 - Polaris Front Brake Pads Part: 2202413 - Polaris Rear Brake Pads Set Part: 5248250 - Polaris Rear Brake 08: TIRES Part: 25X900 - 12 - Carlisle Tires Part: 90-413-2 - Valve Stems (Napa) Labor: 5780466 - NGUYEN, FERSON
531 (SQ87): 2016 Dodge RAM 5500	3002	Miles	02/11/2023	<b>05: BODY</b> Part: B005P0HON6 - Hinges Labor: 6995875 - FAGUNDES, MICHAEL <b>05: BODY</b> Part: 6827 523 AC - 001 - Window Switch
213 (E85): 2013 SMEAL METRO STAR	3001	Miles	02/11/2023	<b>03: BRAKES</b> Part: 8017730 - Brake Chamber

## **Quick WO History**

Asset	<u>WO #</u>	<u>Meter</u>	Closed Date	Work Code Labor: 6995875 - FAGUNDES, MICHAEL
8244(532961272612725125125726125726125726125726125726125726125726125726125726125726125726125726125726125726125	3004	Miles	02/10/2023	<b>03: BRAKES</b> Part: L1866 X4X4 - 1/4 Tube x 1/4 NPT Female Part: L1868 X4X4 - 1/4 Tube x 1/4 NPT Male <b>04: TRANSMISSION</b> Labor: 6995875 - FAGUNDES, MICHAEL
214 (E74): 2013 SMEAL METRO STAR	3003	Miles	02/09/2023	02: ENGINE Labor: 4983593 - PALM, ALEXANDER 09: ELECTRICAL Part: G3002 - LED Light 30: PUMP SYSTEM Part: 7997 - 3 in Valve Kit
219 (L87): 2019 SMEAL METRO STAR	3000	Miles	02/09/2023	33: FOAM SYSTEM Labor: 6995875 - FAGUNDES, MICHAEL
205 (E295): 2005 HME INTRUDER	3015	Miles	02/08/2023	<ul> <li>30: PUMP SYSTEM <ul> <li>Part: 799725 - 3.5" Akron Valve Kit -</li> <li>Plastic</li> <li>Part: 2" Akron Valve Kit - Steel</li> <li>Part: 1869X8X8 - 1/2" 1/2" Pushlock</li> <li>Part: 2" Victaulic Seals</li> </ul> </li> <li>30: PUMP SYSTEM <ul> <li>Part: 350232 - 2" Akron Valve Kit - Plastic</li> <li>Part: 80326001 - Elkhart Valve Rebuild Kit</li> </ul> </li> <li>30: PUMP SYSTEM <ul> <li>Labor: 4983593 - PALM, ALEXANDER</li> </ul> </li> <li>30: PUMP SYSTEM <ul> <li>Labor: 817025 - Kagy, Dakota</li> </ul> </li> </ul>
219 (L87): 2019 SMEAL METRO STAR	3005	Miles	02/08/2023	<b>18: STEERING AND SUSPENSION</b> Part: AS9144 - Continental Air Bag, Rear Supsension Labor: 6995875 - FAGUNDES, MICHAEL
230 E71: 2007 HME INTRUDER	3009	Miles	02/06/2023	<b>Diver side Low Beam out</b> Part: H4651 - N - High Beam Head Light Bulb Part: H4656 - N - Low Beam Head Light Bulb Labor: 6995875 - FAGUNDES, MICHAEL
513 (L72): 2022 SMEAL	3008	Miles	02/06/2023	<ul> <li>02: ENGINE</li> <li>Labor: 6995875 - FAGUNDES, MICHAEL</li> <li>13: RADIATOR SYSTEM</li> <li>Part: RED Coolant - Gallon of Antifreeze</li> </ul>
204 (E294): 2005 HME INTRUDER	3010	Miles	02/03/2023	<b>09: ELECTRICAL</b> Part: 1131MF - Deka Batteries Labor: 6995875 - FAGUNDES, MICHAEL

## **Quick WO History**

Asset	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	Work Code 30: PUMP SYSTEM Part: 1869 X 6 - 3/8 Synflex x 3/8 NPT 90 swivel fitting
Date(s): 02/01/2023 - 02/28/2023				Swiver name
220 (E84): 2019 SMEAL METRO STAR	3007	Miles	02/01/2023	09: ELECTRICAL Labor: 4983593 - PALM, ALEXANDER 09: ELECTRICAL Labor: 4983593 - PALM, ALEXANDER
222 (E89): 2021 SMEAL METRO STAR	3006	Miles	02/01/2023	03: BRAKES Part: 3571901C1 - Brake Hose Assy Part: N12306G - Ball Seat Fitting Labor: 6995875 - FAGUNDES, MICHAEL
220 (E84): 2019 SMEAL METRO STAR	2968	Miles	02/02/2023	<ul> <li>02: ENGINE <ul> <li>Labor: 6995875 - FAGUNDES, MICHAEL</li> </ul> </li> <li>07: EMISSIONS <ul> <li>Part: 522509 - Valve Control Coolant</li> <li>Part: 522509 - Valve Control Coolant</li> <li>Part: 724631 - Sensor Kit GEN 7</li> </ul> </li> <li>10: B SERVICE <ul> <li>Part: FS1098 - Fuel Filter</li> <li>Part: FF63054NN - Fuel Filter</li> <li>Part: 1748XD - Oil Filter</li> <li>Part: 6556 - Air Filter</li> <li>Part: 15W40 - Qts of Motor Oil</li> </ul> </li> <li>13: RADIATOR SYSTEM <ul> <li>Labor: 5780466 - NGUYEN, FERSON</li> </ul> </li> <li>13: RADIATOR SYSTEM <ul> <li>Labor: Kagy, Dakota</li> </ul> </li> <li>36: PLUMBING <ul> <li>Part: 90-362 - Kimball 3/8" Ball Valve</li> </ul> </li> </ul>

### A COOPERATIVE AGREEMENT BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT AND THE SHAVER LAKE VOLUNTEER FIRE DEPARTMENT

Made for the following services:

- □ FIRE PROTECTION
- □ MEDICAL SERVICES
- □ RESCUE SERVICES
- X FIRE PREVENTION AND CODE ENFORCEMENT
- X EMERGENCY DISPATCH SERVICES
- □ FIRE APARATUS REPAIR AND MAINTENANCE
- □ HAZMAT RESPONSE SERVICES



THIS AGREEMENT, made and entered into and effective this 1st day of July, 2022, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the Shaver Lake Volunteer Fire Department (hereinafter referred to as "SHAVER LAKE VFD"), whereby it is agreed as follows:

### Article I. <u>SECTION I: PURPOSE</u>

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide SHAVER LAKE VFD with Emergency Dispatch, Fire Prevention and Code Enforcement Services (hereinafter called "fire protection services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire protection services. The parties hereto understand and agree that services to be provided under this agreement must be consistent with the terms and conditions of the CAL FIRE Agreement and that no services may be provided by the District under this agreement and the District is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

### SECTION II: DESIGNATION OF FIRE CHIEF

A. The DISTRICT Fire Chief appointed by the Board of Directors of the DISTRICT, or his designee, (hereinafter referred to as "Chief") shall represent the DISTRICT during the period of this Agreement and Chief shall, under the supervision and direction of the DISTRICT'S Board of Directors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing fire protection services as deemed necessary to satisfy the needs of both the DISTRICT and SHAVER LAKE VFD, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

B. SHAVER LAKE VFD shall assign an existing Chief Officer or designee as the SHAVER LAKE VFD contract representative ("SHAVER LAKE VFD Representative"). The DISTRICT Fire Chief shall communicate with the SHAVER LAKE VFD Representative for directing the fire protection services provided to SHAVER LAKE VFD as set forth in Exhibit "B".

C. The DISTRICT will be allowed flexibility in the assignment of available personnel and equipment in order to provide the fire protection services, rescue and medical aid services as agreed upon herein. (Except for Emergency Dispatch Services Contracts)

## SECTION III: PAYMENT FOR SERVICES

A. SHAVER LAKE VFD shall annually appropriate a fiscal year budget to support the fire services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "C." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when SHAVER LAKE VFD requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "C" made necessary by action of the Legislature, CAL FIRE or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "C." There shall be no obligation on the part of SHAVER LAKE VFD to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of SHAVER LAKE VFD for the purposes of the Agreement. Except for unscheduled repairs to SHAVER LAKE VFD owned equipment. These costs will be billed at an hourly shop rate plus actual costs of parts. If within thirty (30) days after notice, in writing, from the DISTRICT to SHAVER LAKE VFD that the actual cost of maintaining the services specified in Exhibit "C" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and SHAVER LAKE VFD has failed to agree to make available the necessary additional funds, the DISTRICT shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify SHAVER LAKE VFD, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "C" to this Agreement shall not be subject to relocation expense reimbursement by SHAVER LAKE VFD. If SHAVER LAKE VFD desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "C" and approved by the parties hereto.

2. In the event SHAVER LAKE VFD requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "C" may be approved by the parties hereto.

B. The DISTRICT provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event SHAVER LAKE VFD desires a reduction in STATE civil service employees or services assigned to SHAVER LAKE VFD as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, SHAVER LAKE VFD shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, SHAVER LAKE VFD shall reimburse COUNTY for relocation costs incurred by STATE because of the reduction in services.

C. SHAVER LAKE VFD shall pay the DISTRICT actual costs for fire protection services pursuant to this agreement in an amount not to exceed that set forth in Exhibit "C," as amended. The DISTRICT shall make a claim to SHAVER LAKE VFD for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on January 31<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>. SHAVER LAKE VFD shall pay the claim within thirty (30) days after receipt thereof.

D. The DISTRICT Fire Chief is authorized to negotiate and execute any amendments to Exhibit "C" of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT'S Board of Directors. SHAVER LAKE VFD shall designate a "Contract Administrator" who shall, under the supervision and direction of SHAVER LAKE VFD, be authorized to execute amendments to Exhibit "C" on behalf of SHAVER LAKE VFD.

### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2022 to June 30, 2024. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than 90 days prior to the expiration of the term hereof. If such notice is given unilaterally by the DISTRICT except any notice issued because of actions of CAL FIRE or SHAVER LAKE VFD, the DISTRICT agrees to continue to provide fire protection services to SHAVER LAKE VFD until such time as SHAVER LAKE VFD has a reasonable opportunity to implement an alternative fire protection service. In no event shall this Agreement be terminated by either party prior to June 30, 2020.

B. Ninety (90) days prior to the date of expiration of this agreement, SHAVER LAKE VFD shall give the DISTRICT written notice of whether SHAVER LAKE VFD intends to enter into a new agreement with the DISTRICT for fire protection services and, if so, whether SHAVER LAKE VFD intends to change the level of fire protection services from that provided by this agreement.

Cooperative Fire Agreement Shaver Lake Volunteer Fire Department July 1, 2022 to June 30, 2024 3 of 8 C. If SHAVER LAKE VFD fails to provide such notice, as defined in paragraph B above, the DISTRICT shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as the DISTRICT determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, the DISTRICT shall give written notice to SHAVER LAKE VFD of any extension of this agreement and any changes in the level of fire protections services the DISTRICT will provide during the extended period of this agreement. Services provided and obligations incurred by the DISTRICT during an extended period shall be accepted by SHAVER LAKE VFD as services and obligations under the terms of this agreement.

D. The cost of services provided by the DISTRICT during the extended period shall be based upon the amounts that would have been charged SHAVER LAKE VFD during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by SHAVER LAKE VFD for services rendered by the DISTRICT during the extended period shall be provided as set forth in Exhibit "C," as amended.

### SECTION V: TERMINATION

Neither the DISTRICT nor SHAVER LAKE VFD shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section IV. This Agreement may, however, be terminated by the voters of either the DISTRICT or the SHAVER LAKE VFD pursuant to Government Code §55603.5. (Except for Emergency Dispatch Services Contracts)

### SECTION VI: COOPERATIVE OPERATIONS

All fire protection services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either SHAVER LAKE VFD or the DISTRICT may be temporarily dispatched elsewhere from time to time for mutual aid.

#### SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, the DISTRICT shall, at the written request of SHAVER LAKE VFD, demand payment of charges and seek reimbursement of SHAVER LAKE VFD costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. The DISTRICT, in seeking said reimbursement, will represent the SHAVER LAKE VFD in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of SHAVER LAKE VFD costs, less extraordinary collection expenses, will be credited to the SHAVER LAKE VFD. (Except for Emergency Dispatch Services Contracts)

> Cooperative Fire Agreement Shaver Lake Volunteer Fire Department July 1, 2022 to June 30, 2024 4 of 8

## SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, the DISTRICT may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using SHAVER LAKE VFD equipment and personnel under the terms of this agreement, the DISTRICT may, on request of SHAVER LAKE VFD, bring such an action for collection of costs incurred by SHAVER LAKE VFD. In such a case SHAVER LAKE VFD appoints and designates the DISTRICT as its agent in said collection proceedings. In the event of recovery, the DISTRICT shall apportion to SHAVER LAKE VFD its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, the DISTRICT shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by SHAVER LAKE VFD.

### SECTION IX: PROPERTY ACCOUNTING

All personal property provided by SHAVER LAKE VFD and by the DISTRICT for the purpose of providing fire protection services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT Fire Department for the segregation, care, and use of the respective property of each.

## SECTION X: INDEMNIFICATION

A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless SHAVER LAKE VFD, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to SHAVER LAKE VFD or from acts not within the scope of duties to be performed pursuant to this agreement.

B. SHAVER LAKE VFD, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by SHAVER LAKE VFD in the performance of any activities under this agreement, except where such

injury or damage arose from the sole negligence or willful misconduct attributable to the DISTRICT or from acts not within the scope of duties to be performed pursuant to this agreement.

C. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than \$1,000,000.00

#### SECTION XI: AUDIT

The DISTRICT/SHAVER LAKE VFD agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The DISTRICT/SHAVER LAKE VFD agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### SECTION XII: DISPUTES

SHAVER LAKE VFD shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of SHAVER LAKE VFD, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the DISTRICT Fire Chief that a situation exists under this agreement in which a decision to serve the interest of SHAVER LAKE VFD has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by SHAVER LAKE VFD and the DISTRICT representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Fresno.

#### SECTION XIII: ATTORNEY'S FEES

If SHAVER LAKE VFD fails to remit payments for services rendered pursuant to any provision of this agreement, the DISTRICT may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between the DISTRICT and SHAVER LAKE VFD to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

Cooperative Fire Agreement Shaver Lake Volunteer Fire Department July 1, 2022 to June 30, 2024 6 of 8

#### SECTION XIV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

FRESNO COUNTY FIRE PROTECTION DISTRICT SHAVER LAKE VOLUNTEER FIRE DEPARTMENT

Dustin Hail, Chief

210 S. Academy Ave.

Sanger, CA 93657

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

#### SECTION XV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of fire protection services. It may be amended or modified upon the mutual written consent of the parties hereto. This agreement does NOT supplement other specific agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services.

IN WITNESS WHEREOF, the duty authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 2/24/2023

SHAVER LAKE VOLUNTEER FIRE DEPARTMENT

41690 Tollhouse Rd.

Shaver Lake, California 93664

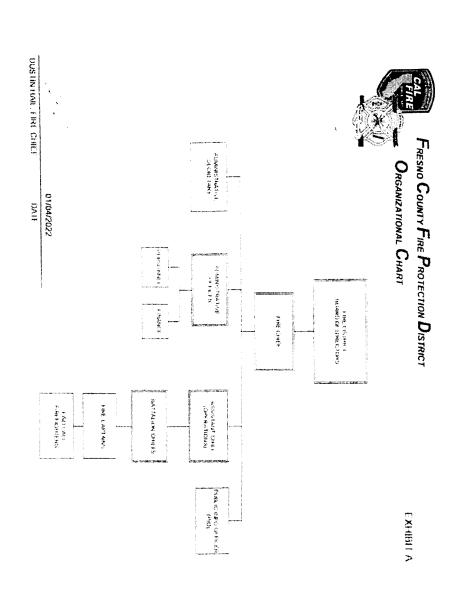
Title: CHIEF

Cooperative Fire Agreement Shaver Lake Volunteer Fire Department July 1, 2022 to June 30, 2024 7 of 8

ATTEST: By:	APPROVED AS TO FORM:
Title:(SEAL)	
Dated:	FRESNO COUNTY FIRE PROTECTION DISTRICT By: President, Board of Directors
ATTEST:	APPROVED AS TO FORM:
Clerk of the Board By:	FRESNO COUNTY FIRE PROTECTION DISTRICT LEGAL COUNSEL

(SEAL)

Cooperative Fire Agreement Shaver Lake Volunteer Fire Department July 1, 2022 to June 30, 2024 8 of 8



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# Fresno County Fire Protection District Standard Response Plan

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Incident Type	151	Alar	1st Alarm Response	spons	Ö	1	<b>1st Alarm Notifications</b>	Im N	lotifi	catio	ns	2nd	d Ala	Alarm Notifications	lotific	ation	<b>S</b>
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Farm Equipment						Τ		×					×			<u> </u>	
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Other																	
Medical Aid/Industrial Accident						Γ		×				Γ	Γ			×	
Pin-in/Multi-Cas	2							×			×	×				×	
Technical Rescue	3	1			<b>-</b>		×				×						
MVA	2																
MVA (bus, train)	ω			N	<b>_</b>		×		Ι		×	Γ					
FMS/PSA	-					Γ			I								
Haz-mat Incident (MEN, PAR)	2	<u> </u>			<u> </u>	Τ		T		T	×						
Smoke Check							T		Ι				Γ				
Bomb Threat/Terrorism	1					×	×	×	×	×	×	×					



Honor, Integrity, Cooperation & Professionalism

# MEMORANDUM

Date:	3/15/2023
To:	Board of Directors
Attn:	Matt Furrer, Board President
From:	William D. Ross, District Counsel
Subject:	First Reading of Proposed Ordinance Establishing District Board Member Compensation for Attendance of District Board Meetings

# BOARD OF DIRECTOR'S BRIEFING PAPER

#### ISSUE:

This Staff Report addresses proposed Ordinance No. 2023-02 of the Fresno County Fire Protection District ("District") Board of Directors ("Board") that would increase the compensation received by each Board Member for attending District meetings from the current amount of \$100.00 per meeting to \$155.13 per meeting, consistent with applicable law.

## BACKGROUND:

On March 8, 2015, the District established by Motion and Ordinance Board Member compensation of \$100.00 per Board meeting attended with an additional five percent (5%) increase each calendar year thereafter, if done through ordinance adoption. The Board has not adjusted Board Member compensation since that date.

Health & Safety Code section 13857(a), a portion of the Fire Protection District Law of 1987 (Health & Safety Code section 13800 *et seq.*), allows each member of a fire protection district board of directors to receive compensation of up to \$100.00 per meeting attended, not to exceed four meetings per month. Health & Safety Code section 13857(b) incorporates Water Code section 20202, which authorizes the District Board to adjust the monthly compensation paid to Board Members for attendance at District meetings by an additional 5 percent (5%) over and above the \$100.00 compensation authorized by Health & Safety Code section 13857(a).

#### DISCUSSION:

Compensation for each Member of the District Board would increase from \$100.00 to \$155.13 for each day's attendance at meetings of the Board, not to exceed four (4) District Board meetings per month. For each calendar year following the March 8, 2015 Ordinance, the amount of compensation set forth in this Ordinance may be increased by an amount not to exceed five percent (5%) of the compensation that is received as of March 8, 2015. Any increase in compensation received by Board Members effectuating the 5% increase shall be authorized by an ordinance.

Increasing the compensation of District Board Members will assist in compensating District Board members for the time and effort taken, and in some instances travel to consider and resolve District business and is in the public interest. Effectuating the allowed 5% increase, if approved by ordinance, would allow District Board Member compensation to keep pace with inflation rates. Board Members may individually waive any compensation approval.

Further, compensation in the form of group health insurance benefits may be considered as an option for Board Members, their families, or retired board members, under the Provisions of Government Code Sections 53201, 53205.1, and 53205.16. Further analysis of this issue would require further Board direction.

#### ALTERNATIVES:

No applicable alternatives exist.

#### IMPACTS:

No significant impacts would occur from increasing Board Member compensation from \$100.00 per meeting to \$155.13 per meeting attended.

Increasing Board Member compensation is not a "project" under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) and poses no environmental impacts. Also, because the increase in Board Member compensation conforms to the amounts currently authorized under applicable law, there is no legal or socio-political impacts associated with this action.

#### **RECOMMENDATION:**

District Counsel recommends that the District Board proceed with the First Reading of the Proposed Ordinance.

Attachments: Ordinance No. 2023-02

APPROVED: FIRE DISTRICT EXECUTIVE STAFF MEMBER

#### ORDINANCE NO. 2023-02

#### AN ORDINANCE OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT INCREASING DISTRICT BOARD MEMBER COMPENSATION FOR ATTENDANCE AT DISTRICT BOARD MEETINGS

WHEREAS, the members of the Fresno County Fire Protection District ("District") Board of Directors ("Board") are currently authorized to receive compensation of \$100.00 per District Board meeting attended; and,

WHEREAS, Health & Safety Code section 13857(a), a portion of the Fire Protection District Law of 1987 (Health & Safety Code section 13800 *et seq.*), allows each member of a fire protection district board of directors to receive compensation of up to \$100.00 per meeting attended, not to exceed four meetings per month; and,

WHEREAS, on March 8, 2016, the District adopted District Ordinance No. 2015-01 which established Board Member compensation of one-hundred dollars (\$100.00) per Board meeting attended; and,

WHEREAS, Health & Safety Code section 13857(b) incorporates Water Code section 20202, which authorizes the District Board to adjust the monthly compensation paid to Board Members for attendance at District meetings by an additional 5 percent (5%) over and above the \$100.00 compensation authorized by Health & Safety Code section 13857(a); and,

WHEREAS, the Board has not adjusted Board Member compensation since it was increased by District Ordinance No. 2015-01, adopted on March 18, 2015 and now desires to do so; and,

WHEREAS, the Board now desires to increase monthly compensation through the adoption of this Ordinance for all Board Members in an amount equal to five percent (5%) for each calendar year from the date of Ordinance No. 2015-01; and,

WHEREAS, increasing the compensation of District Board members will assist in compensating District Board members for the time and effort and travel taken to consider and resolve District business and is in the public interest.

#### NOW THEREFORE BE IT ORDAINED THAT the District Board declares as follows:

- Accordingly, consistent with Health & Safety Code section 13857(a) and Health & Safety Code section 13857(b) (which incorporates the provisions of Water Code section 20202), compensation paid to each District Board member shall be \$100.00 for each District Board meeting attended; and,
- 2. District Board member compensation is authorized for attendance at up to four

(4) District Board meetings per month; and,

- 3. Compensation for each Member of the District Board is now one hundred dollars (\$100.00) per day for each day's attendance at Board meetings. The amount of compensation set forth in this Ordinance increases current Board compensation by 5% for each calendar year since March 2015 and is adopted pursuant to Chapter 2 of Division 10 of the California Water Code (Water Code section 20200 *et seq.*) or its successor statute(s) which is determined to be the amount of \$155.06; and,
- 4. Consistent with Water Code section 20204, this Ordinance shall become effective on the sixtieth (60th) day following its final approval; and,
- 5. Pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA") and the CEQA Guidelines (Title 14, Cal. Code Regs., section 15000 et seq.) ("Guidelines"), the Board has determined that the adoption of this Ordinance is not a "project" within the meaning of CEQA because pursuant to Guidelines section 15378(b)(4) it involves only a government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. The Fire Chief or designee may file a notice of exemption with the Fresno County Clerk within three (3) days following adoption of this Ordinance.

The foregoing ordinance was PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the Fresno County Fire Protection District, held on the 15th day of March, 2023 by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

Dated: \_\_\_\_\_. 2023

Matt Furrer, Board President Board of Directors

ATTEST:

Bailey Castaneda, Clerk of the Board

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Dustin Hail, District Fire Chief

William D. Ross, District Counsel



Honor, Integrity, Cooperation & Professionalism

# MEMORANDUM

- Date: March 2, 2023, 2023
  - To: Board Directors
- Attn: Matt Furrer President
- From: Fire District Staff
- Subject: Resolution 2023-01 Authorizing Participation in and Approving the Amended and Restated Joint Exercise Of Powers Agreement of the Fire Risk Management Services Joint Powers Authority and authorizing the Fire Chief to sign the Amended and Restated Joint Exercise Of Powers Agreement for FRMS

# **BOARD OF DIRECTOR'S BRIEFING PAPER**

## ISSUE:

Staff has received notification that FASIS (Fire Agencies Self Insurnance System) will consolidate with FDAC EBA (Fire Districts Association of California Employment Benefits Association) and will be the Fire Risk Management Services (FRMS) effective July 1, 2023. The consolidation requires the District to authorize participation in and approving the amended and restated Joint Exercise of Powers Agreement of the Fire Risk Management Services Joint Powers Authority.

#### BACKGROUND:

The District has been a member of FASIS since it's inception in 1984. The District has not been a member of the Fire Districts Association of California Employment Benefits Association.

#### DISCUSSION:

FASIS was created as a joint powers authority to be an alternative to the commercial insurance market. FASIS currently consists of nearly two hundred fire and community services districts. Most of these members have participated and shared in FASIS since its inception. FASIS has stated the with the consolidation there will not be any changes to the services being provided.

FDAC EBA was originally formed on July 1, 2005 as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services.

#### ALTERNATIVES:

The only alternative is to not approve the Amended and Restated Joint Exercise Of Powers Agreement for FRMS and look to find an alternative source for equivalent services

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

- Fiscal No known impact
- Operational No known impact.
- Legal No known impact
- Labor No known impact
- Sociopolitical No known impact
- Policy No known impact
- Health and safety No known impact.
- Environmental No known impact.
- Interagency No known impact.

#### **RECOMMENDATION:**

Staff is recommending that the Board of Directors makes a motion to authorize participation in and approve the Amended and Restated Joint Exercise Of Powers Agreement for FRMS and authorizing the Fire Chief to sign the Amended and Restated Joint Exercise Of Powers Agreement for FRMS.

APPROVED:

Josh I. Chrisman, Administrative Officer



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

210 South Academy Avenue Sanger, California 93657 Telephone: (559) 493-4300 Fax: (559) 875-8473 www.fresnocountyfire.org

# RESOLUTION No. 2023-01

# IN THE MATTER OF:

#### A RESOLUTION OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING PARTICIPATION IN AND APPROVING THE AMENDED AND RESTATED JOINT EXERCISE OF 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, the Fresno County Fire Protection District is a member of FASIS, and the Board of Directors of the Fresno County Fire Protection District finds it in the best interest of Fresno County 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 Fresno County Fire Protection District to pass a resolution expressing the desire and commitment of the Fresno County 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 Fresno County Fire Protection District approves the Amended and Restated Joint Exercise of Powers Agreement for FRMS, as presented; and

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

The foregoing Resolution was duly PASSED, APPROVED and ADOPTED at the regular meeting of the District Board of Directors held on the 15th day of March, 2023, at Del Rey, California, on motion made by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and duly carried with the following roll call vote:

AYES:		
NOES:		
ABSENT:	 	
ABSTAIN:	 Matt Furrer, Board President	

# **Certification of Resolution**

ATTEST:

I **Bailey Castaneda** duly appointed as the Clerk of the Board of the Fresno County Fire Protection District do hereby certify that the above is a true and correct copy of District **Resolution No. 2023-01**.

WITNESS MY HAND OF THE FRESNO COUNTY FIRE PROTECTION DISTRICT, on the 15th day of March 2023.

Signature Clerk of the Board, Fresno County Fire Protection District

APPROVED AS TO FORM:







 TO: FASIS Member Districts
 FROM: Jennifer Jobe, FASIS Executive Director
 DATE: March 2, 2023
 SUBJECT: AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES (formerly Fire Agencies Self Insurance Systems (FASIS))

The Fire Agencies Self Insurance System (FASIS) and Fire Districts Association of California Employment Benefits Association (FDAC EBA) will consolidate, effective July 1, 2023, to form Fire Risk Management Services (FRMS). FRMS is a multi-line risk pool providing workers' compensation and employee benefits coverage to eligible fire districts in California.

The FASIS and FDAC EBA Consolidation Advisory Committee has met regularly over the past twelve months to work toward streamlining the financial and administrative services via a consolidation of the two programs. At the Special Board of Directors Meeting on February 22, 2023, the FASIS and FDAC EBA Boards unanimously approved the FRMS Amended and Restated Joint Powers Agreement (JPA), effective July 1, 2023.

In accordance with the Joint Powers Agreement: Creating the Fire Agencies Self Insurance System, Article 30:

*"This Agreement may be amended at any time by the written approval of two-thirds (2/3) of the Member Districts signatory to it."* 

Attached is the Amended and Restated Joint Powers Agreement of the Fire Risk Management Services. The Agreement requires approval under Section 31: Execution in Counterparts and must be received in our office **no later than June 20, 2023**. Signatories to the Agreement will require approval from their respective governing bodies. To aid in this endeavor, attached are sample resolutions for use by either 1) members of FASIS <u>only</u>; or 2) members of <u>both</u> FASIS and FDAC EBA. The sample resolutions allow for approval of the Agreement and authorize the designated executive officer to execute, thus enabling participation in FRMS, effective July 1, 2023.

Upon approval from your district's governing body, the Agreement under Section 31 (page 20) must be executed using one of the following options:

- 1. Original Signature: print Section 31 (page 20) of the Agreement, sign and return via USPS.
- 2. <u>Electronic Signature Email</u>: print Section 31 (page 20) of the Agreement, sign, scan, and return via email.
- 3. <u>Electronic Signature Acrobat Sign</u>: electronically access the <u>Agreement</u>, sign, and submit.

When utilizing options #1 or #2 above, please submit the executed Agreement via USPS, email, or fax to:

Colleen Morrison, FASIS Analyst c/o Sedgwick 1750 Creekside Oaks Dr., Ste. 200 Sacramento, CA 95833 (916) 244-1199 – FAX colleen.morrison@sedgwick.com

Your attention to this important matter is appreciated. If you have any questions or require additional information, please contact Colleen Morrison at (916) 244-1176 or colleen.morrison@sedgwick.com.

Attachments:

- 1. Amended and Restated Joint Powers Agreement of Fire Risk Management Services
- 2. Sample Resolution Authorizing Participation in Fire Risk Management Services FASIS
- Sample Resolution Authorizing Participation in Fire Risk Management Services FASIS & FDAC EBA

# AMENDED AND RESTATED JOINT POWERS AGREEMENT OF FIRE RISK MANAGEMENT SERVICES

(Formerly Fire Agencies Self Insurance System (FASIS))

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services ("FRMS") ("Agreement"), formerly known as the Fire Agencies Self Insurance System ("FASIS") is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the "Members") pursuant to the authority conferred by Government Code Section 6500 et seq.

#### RECITALS

WHEREAS, each of the Members who have executed this Agreement is a "public agency" as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker's Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

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

#### SECTION 1: DEFINITIONS

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

- 1. "Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
- 2. "Administrator" shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
- 3. "Assessment" means an amount additional to a Member's initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
- 4. "Board of Directors" or "Board" shall mean the governing body of FRMS.
- 5. "Bylaws" means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
- 6. "Claim" shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
- 7. "Contribution" shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
- 8. "Coverage Program" shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or selfinsured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers' Compensation Coverage Program for workers' compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
- 9. "Coverage Documents" shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

- 10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
- 11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
- 12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
- 13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
- 14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
- 15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
- 16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
- 17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
- 18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
- 19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
- 20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

- 21. "Retained Earnings" shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
- 22. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

#### SECTION 2: FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers' compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors ("Board").

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

#### SECTION 3: PURPOSE

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

#### SECTION 4: MEMBERSHIP

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

#### SECTION 5: PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

#### SECTION 6: TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

#### SECTION 7: POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

#### SECTION 8: BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

#### SECTION 9: POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (1) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

#### SECTION 10: OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

#### SECTION 11: RESTRICTIONS ON POWER

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

#### SECTION 12: COMPLIANCE WITH THE BROWN ACT

All meetings of the Board, including 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 section 54950 et seq.

#### SECTION 13: BYLAWS

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

#### SECTION 14: COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

#### SECTION 15: IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

#### SECTION 16: ACCOUNTS AND RECORDS

- (a) Annual Budget. FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) Funds and Accounts. FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments**. Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) No Commingling. The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) Annual Audit. The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

#### SECTION 17: SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

#### SECTION 18: RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report jobrelated accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making jobrelated accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

#### SECTION 19: <u>NEW MEMBERS</u>

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

#### SECTION 20: WITHDRAWAL

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

#### SECTION 21: EXPULSION

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

#### SECTION 22: EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

#### SECTION 23: TERMINATION OF FRMS AND DISTRIBUTION

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

#### SECTION 24: AMENDMENTS

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

#### SECTION 25: ENFORCEMENT

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

#### SECTION 26: NON-LIABILITY OF MEMBER AGENCIES

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

#### SECTION 27: <u>NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,</u> <u>AGENTS AND EMPLOYEES</u>

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any 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 director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or 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, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

#### **SECTION 28:**

#### **INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES**

As a public entity, FRMS 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, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

#### SECTION 29: ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

(d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administrating the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

#### SECTION 30: MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former 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 or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

#### SECTION 31: EXECUTION IN COUNTERPARTS

1

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

(Agency Name)

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

By: \_\_\_\_\_\_Name/Title



Honor, Integrity, Cooperation & Professionalism

### MEMORANDUM

- Date: March 3, 2023
  - To: Board Directors
- Attn: Matt Furrer President
- From: Fire District Staff

Subject: Heavy Equipment Mechanic and Administrative Assistant Positions

### **BOARD OF DIRECTOR'S BRIEFING PAPER**

### ISSUE:

Staff is asking the Board of Directors to add 1 (one) additional Heavy Equipment Mechanic and 1 (one) additional Administrative Assistant position in Policy 1007, Personnel Positions.

### BACKGROUND:

The District Board authorizes the type and number of positions that are hired within the District. The District indentifies positions that are either funded through the CalFire Schedule A program or through the District Schedule C Program. Where appropriate the District identifies the positions in both programs to allow for hiring flexibility (i.e. GIS Analyst, Administrative Assistant, and Heavy Equipment Mechanic).

### **DISCUSSION:**

Staff has identified the need to add a Heavy Equipment Mechanic and Administrative Assistant position to the Schedule C program. This will allow staff flexibility to hire within either the Schedule A or Schedule C program if the need arises.

### ALTERNATIVES:

- 1. Make no changes at this time.
- 2. Propose a different number of positions than proposed.

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

Fiscal – No known impacts. The positions are already identified and funded in the Schedule A program.

- Operational No known impacts
- Legal No known impacts
- Labor No known impacts
- Sociopolitical No known impacts
- Policy Updates the current policies related to personnel positions
- Health and safety No known impacts
- Environmental No known impacts
- Interagency No known impacts

### **RECOMMENDATION:**

It is recommended by Staff that the District Board of Director's approves revised Policy 1007, Personnel Positions. It is also recommended that any Board Member makes a motion to approve revised Policy 1007, Personnel Positions as presented.

APPROVED:

osh I. Chrisman, Administration Officer



### **Personnel Positions**

### 1007.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a comprehensive list of all employee positions and their associated classification specifications within the District.

### 1007.2 POLICY

It is the policy of the Fresno County Fire Protection District to obtain District Board of Directors approval for all full-time, part-time and part-time on-call District employee positions. All District positions will have a classification specification.

#### 1007.3 PROCEDURE

The District Board of Directors and the Fire Chief will direct the development and maintenance of the classification specifications. The descriptions will detail the unique duties and responsibilities of each assignment.

Position descriptions should be considered living documents and should be reviewed and evaluated for modification. This should occur at least annually and any time duties or expectations of a specific position substantially change.

### 1007.4 PERSONNEL POSITIONS

The Fresno County Fire Protection District Board of Directors has approved the following personnel positions as full-time or part-time employees of the Fire District:

### 1007.4.1 FULL-TIME DISTRICT EMPLOYEES

- Administrative Officer (1 position)
- Staff Accountant (1 position)
- Information Technology Administrator (1 position)
- Facilities Repair Coordinator (1 position)
- Equipment Services Assistant (2 positions)
- Fleet Services Technician (1 position)
- Heavy Equipment Mechanic (<u>3</u> 2 positions)
- Fire Inspector (3 positions)
- Senior Fire Inspector (1 position)
- Administrative Assistant (Protection and Planning, Training, Headquarters )
   Administrative Assistant (<u>3</u> 1 positions)
- Training/Headquarters Administrative Assistant ( 1 position )

Policy Manual

### Personnel Positions

#### 1007.4.2 PART-TIME DISTRICT EMPLOYEES

The Fresno County Fire Protection District Board of Directors has approved the following parttime positions as regular part-time employees of the Fire District:

- Special Projects Analyst (1 position)
- Inspector (1 position)

#### 1007.4.3 PART-TIME ON-CALL EMPLOYEES (PAID-CALL FIREFIGHTERS)

The Fresno County Fire Protection District Board of Directors has approved the following parttime on call positions (Paid-Call Firefighters):

• Paid-Call Firefighters (21 positions)

### FRESNO COUNTY FIRE PROTECTION DISTRICT ANNUAL REPORT







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# **BOARD OF DIRECTORS**

**MATT FURRER** BOARD PRESIDENT

JOHN ARABIAN BOARD VICE-PRESIDENT

**BRAD RICHTER** BOARD SECRETARY

FRANCISCO J. CHAVEZ

STANLEY BULLA DIRECTOR

DARRYL MENDES Director

# **EXECUTIVE STAFF**

**DUSTIN HAIL** FIRE CHIEF

RYAN MICHAELS OPERATIONS CHIEF

JOSH CHRISMAN Administrative officer





# CHIEF DUSTIN HAIL

he Fresno County Fire Protection District will continue to grow, change, and evolve, which leads us to seek new approaches to help while collaborating with public, private, and nonprofit sectors. I have found that most people don't like change and for that reason, they don't grow. Growth requires risk and can be very uncomfortable.

For me growth and contribution are paramount in life, and they are intertwined. The more I grow, the more I'm able to contribute. The more I contribute, the more I help others to grow. We should be growing in all aspects of life, family, career, health, hobbies, etc.. We should always surround ourselves with people who push us out of our comfort zone to help us grow. The more we become, the more we can offer others. Contribution is the essences of a purpose driven life.

I am exceptionally proud of our men and women that serve in all areas of the Fresno County Fire Protection District, they are all skilled professionals that remain nimble, creative, and resilient. They are often pushed to their physical, mental, and emotional limits daily. Their passion for serving and their commitment to our mission has become what the community expects, but it is recognized by me as being often a sacrifice to their families, friends, and their health.

2022 brought many opportunities creating foundations and pathways for the future. We hit the ground running with the implementation of the 2022-2025 Strategic Plan. The purpose of the Strategic Plan is a management tool that:

- Provides short-term direction
- · Builds a shared vision
- · Sets goals and objectives
- Optimizes use of resources

In the spring of 2022, we staffed the second Ladder Truck in the District. We are grateful of our relationship with Table Mountain Rancheria as they provided the funding source for Ladder 72. The District, was able to acquire 5 acres of land in the Millerton New Town area and have been working with architects to design Fire Station 72. We were fortunate to receive a budget request from Senator Mellissa Hurtado to cover the expansion and remodel of Fire Station 71 in Parlier. Construction was started in November with an anticipation completion date of September 2023. In August, we partnered with the City of Selma and City of Kingsburg and started providing emergency dispatch services. This allows seamless automatic aid dispatching ensuring the communities, regardless of jurisdiction, receive the closest fire department resources. In July, the District entered into a cooperative agreement with the City of Fowler for Fire Protection.

It is my honor and privilege to serve the residents, employees, and Board of Directors of the Fresno County Fire Protection District. Together, we provide superior emergency response, fire prevention, protection planning, and risk-reduction educational services to more than 220,000 residents within our 2600+ square-mile response area. I am pleased to present the 2022 Annual Report.



**Dustin Hail** *Fire Chief* 

# THE DISTRICT





he Fresno County Fire Protection District was established in 1949 after a

series of large devastating fires. Residents formed what was then called the Mid Valley Fire Protection District. The first fire station was constructed at the current Fresno County Fairgrounds at Cedar and Butler Avenues. The Fire District staffed and responded from this single station serving the entire District.

In 1950, under the leadership of William Pennington, State Forest Ranger IV, the Mid-Valley Fire Protection District joined what was then the California Division of Forestry and the Unit Headquarters was moved from the Fresno County Fair Grounds to the newly completed facility at Highway 180 and Academy Avenue in Sanger.

In 1978, the Fig Garden Fire Protection District contracted with the Department of Forestry for fire protection services, and in the early 1980's the Friant and Table Mountain Volunteers were added. The cooperative agreements between these entities were



entities were consolidated in the early 1990's under the name Fresno County Fire Protection District. Today, five (5) Special Districts provide fire protection to the unincorporated areas of Fresno County. The Fresno County Fire Protection District is the largest of these five (5) Districts covering 2,655 square miles, or over 50% of the County which includes the Cities of Parlier, Mendota, Huron, San Joaquin and the rural communities of Tranquillity, Del Rey, Caruthers, Easton, Malaga, Friant, Cantua Creek, Calwa, Prather, Sand Creek, Tarpey Village and

Wonder Valley. Under an MOU signed with the County of Fresno in 2018, the District assumed operational responsibility for the unprotected areas of the County, in effect becoming the jurisdictional authority for those areas. As part of the agreement, the District also provides support to five true Volunteer Fire Companies in Eastern Fresno County.

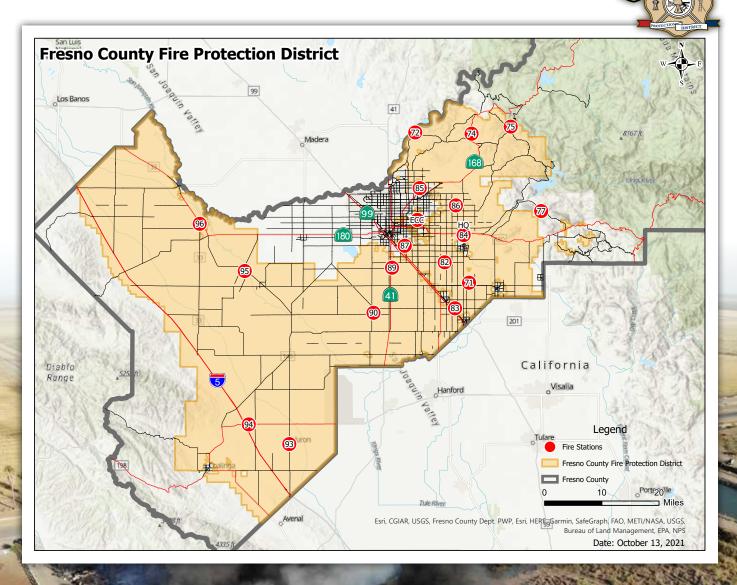
The Fresno County Fire Protection District, in cooperation with the California Department of Forestry and Fire Protection



(CAL FIRE), provides all risk emergency services from 17 District Fire Stations, 15 career staffed and 2 paid call fire fighter stations. The District operates with 37 fire fighters on duty daily, plus Chief Officers, prevention staff, emergency communication operators, as well as other staff that help support the mission. The District is directly responsible for approximately 2,655 square miles and 220,000 people. The District provides all risk emergency response, fire prevention, education, and code enforcement services.

# THE DISTRICT

SINCE 1885



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### FCFPD **VISION**

FCFPD embraces strong partnerships with the community and other public safety service providers to reliably deliver the highest quality emergency response services in a fiscally sound and sustainable manner.

### FCFPD MISSION

FCFPD provides all persons who work, travel, or reside within the Fire District the protection of life, property, and environment.



NESNO COUNTY FIRE

## FCFPD VALUES

HONOR INTEGRITY COOPERATION PROFESSIONALISM

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We are loyal, proud and respectful of our profession, our leaders, our Unit, our Department, and the people we serve.

We are honest, reliable, and adhere to high moral standards. We demonstrate and encourage the highest ethical behavior. Our word is our bond.

We constantly seek opportunities to make improvements in our jobs, support new ideas, encourage partnerships and develop positive working relationships with our cooperators. Together we are stronger.

We strive to be the best at what we do. We perform our jobs to the highest degree of skill and competency.

### DISTRICT OPERATIONS



he Fresno County Fire Protection District was able to see many positive impacts of the adjustments that occurred in 2021 and the value that was produced beyond what was anticipated. The largest of those impacts was the staffing of Station 71 in the City of Parlier that came in December of 2021. This adjustment increased the staffing from no full-time personnel to two full-time professional crew members on duty daily. The biggest improvement came from the average response times from our paid stations. Compared to 2021, the number of emergency incidents increased in 2022 from 780 to 797 within the City of Parlier limits and the average travel time from the first in engine went from 9:13 to 3:47 for the primary responding apparatus. This increase in efficiency has helped mitigate incidents faster, reduced risk sooner, limiting damage, and improved our response outcomes in virtually every way. The cooperative relationship with the City of Parlier is a great example of two entities' coming together to increase service for the public. Another great example of cooperative relationships expanding with the goal of improving emergency response, occurred in August 2022 as we entered into an agreement with the City of Fowler. This agreement declared the Fresno County Fire Protection District as the emergency response force for the City of Fowler. Though no additional resources were added within the city, overall responses time and outcomes have improved for emergencies in the City of Fowler. The Fire District, in cooperation with the Table Mountain Rancheria, in order to prepare for the increased response demands generated from the opening of the new hotel and casino in July 2022, added a Ladder Truck to Station 72. The three-member crew currently cross staffs the Ladder Truck and the

Engine depending on call type. As call volume increases and the demand exceeds the reliability of the single crew, we will evaluate the need for additional staffing to have both resources permanently staffed and available. Also in August of 2022, the Cities of Selma and Kingsburg entered into an agreement with us for emergency dispatching services. With the addition of these two cities, our Emergency Command Center now dispatches for 19 agencies in Fresno County.

Though many successful adjustments took place, not everything was positive. With a



significant financial impact occurring after the budget was finalized, a nearly 1 million dollar gap needed to be closed. One of the adjustments reduced the hard staffing of water tenders to just station 82. Water tender 86 went back to an either-or option with the two person crew. No employees were displaced, but the adjustment reduced the daily staffing by one person and allowed one overtime shift to be eliminated everyday.

When faced with such difficulties, we turned back to the strategic plan. The established priorities within this living document were used as guidelines and reminders. Even with the challenging budget we were able to move forward on many of the objectives outlined in the strategic plan, with several items nearing completion.

As 2023 begins, we are confident, that though challenges may impact our department, we can overcome and achieve success if we do so as a team.

### 2022 MID-VALLEY REGIONAL FIRE TRAINING CENTER



**2022** was a year of growth for MVRFTC. Not only did the Training Bureau add its 4th Training Captain position, but it also put in service its third multi-purpose classroom. This new classroom will also be used as a board chambers and museum. The cabinetry and display cases were generously sponsored by the California Department of Forestry and Fire Protection (CAL FIRE) Historical Society. The Fresno Kings Chapter of the Historical Society did an outstanding job staging CAL FIRE and Fresno County Fire memorabilia and history throughout the building and I highly encourage anyone who hasn't walked through it yet, to do so.

As a Unit, MVRFTC was able to capture approximately 126,220 hours of training from personnel within the Fresno-



Kings Unit; 49,200 more hours than the previous year. Over the course of the year, MVRFTC hosted 56 events and delivered 70 training classes including the Fresno County Fire Truck Academy, Rescue classes, State ICS training, rehire academies, Triple C Handcrew Academy, and other various courses.

Throughout 2022 the common goal and theme for the Training Bureau was to give the field personnel the most amount of calendar space by delivering training both in the field as well as at MVRFTC. This year we focused on delivering as many JAC related courses through MVRFTC so that we could lessen the impact on employees traveling far from their home unit. Realizing we wanted to focus

not only on JAC employees, but all personnel within the unit, we started hosting monthly MCD's that incorporated both Schedule A and Schedule B operations. The interdisciplinary training has been well received and this is now the normal training process that has been assigned to the 4th Training Captain to coordinate and plan monthly drills.

Towards the end of 2022, Training Staff and your Executive Chief Officers conducted a meeting with the sole intent of bridging the training gap of the ever-changing field positions within the unit. I am excited to announce that from this meeting, the Training Bureau will be constructing a new single story residential training prop as well as a two-story apartment prop to mimic garden style apartments that are common in the areas we cover. These are very exciting additions to the training site, and we are anticipating the residential prop to be completed by Summer 2023.

As previously mentioned, 2022 was a year of growth. Whether it was hiring new employees to the unit or adding additional courses to the calendar, or the work done on site, it was a big year. None of this could have been accomplished without the help from all of you. Most of you were involved in the On-boarding process for new employees proctoring their training at the stations. Many assisted with MCD's, and training classes offered at MVRFTC and spent many hours building props, running logistics, coordinating classes and instructing. On behalf of the Training Bureau thank you for making 2022 as successful as it was.

# FIRE PREVENTION & INVESTIGATION

COUNTY DEALERS OF THE STATE

he Fresno County Fire Protection District/CAL FIRE, Fire Bureau has a vast role of responsibilities. These responsibilities include, but not limited to Fire Investigations, Law Enforcement, Civil Cost Recovery, Custodian of Records, Hazard Reduction Inspections, Employee and Records Subpoenas, and reviewing all employees Fire Investigation reports. The Fire Prevention Bureau is responsible for enforcing Criminal and Civil law and maintaining District confidential records.

In 2022, our Law Enforcement Officer Investigators conducted 213 Fire Investigations, assisted other agencies with seven different investigations, 62 Law Enforcement actions including 13 arrests and issuing 13 citations. The Bureau also handled approximately 47 criminal case subpoenas and 35 subpoenas for records.

Four District Civil Cost Recovery actions were taken. The Custodian of records handled 193 public records requests.



# FIRE PROTECTION & PLANNING

The Protection and Planning Bureau is committed to providing professional fire and life safety engineering, permitting and inspection services for the citizens, developers and the business community in Fresno County. The Bureau works closely with the County of Fresno building and planning departments and other jurisdictions to implement new construction and development standards consistently throughout the County of Fresno. Under contract, the District provides protection and planning services to the Auberry and Shaver Lake Community Service Areas and the Bald Mountain Fire Protection District.

							20	21
ACTIVITY	DISTRICT	PARLIER	MENDOTA	HURON	SAN JOAQUIN	AUBERRY CSA	SHAVER LAKE CSA	BALD MTN FPD
Conditioning Letters	131	3	1	4	0	6	7	0
Over the Counter Meeting	51	6	3	6	4	2	7	0
Plan Reviews	358	11	15	8	3	23	27	0
Field Inspections	715	59	68	49	49	20	31	0

							20	22
ACTIVITY	DISTRICT	PARLIER	MENDOTA	HURON	SAN JOAQUIN	AUBERRY CSA	SHAVER LAKE CSA	BALD MTN FPD
Conditioning Letters	119	4	0	2	0	0	1	0
Over the Counter Meeting	74	2	1	3	0	3	1	0
Plan Reviews	377	12	20	15	1	20	20	0
Field Inspections	640	39	64	43	47	13	44	5



# FLEET SERVICES



**2022** was another busy and challenging year for Fleet Services. From supply shortages to staffing levels the challenges were constant. Despite these setbacks we were able to accomplish an impressive amount of work throughout the year. A new Aerial Apparatus was outfitted and put in service at Station 72 as part of the Table Mountain Rancheria agreement, As well as a type 1 Engine for Station 82. A new Battalion 4317 command vehicle was built and placed in service. Breathing Support 82 received a new Cab and chassis and refurbishment. Our I.T. coordinator received a brandnew outfitted truck, and we where able to refurbish a first generation Smeal Fire Engine to be placed in service at station 74. On the CAL FIRE side of the house we where able to outfit a new type three engine as well as a new command vehicle. This of course is in addition to the everyday repair and maintenance of our two fleets. Throughout the year we logged 6,924 shop hours, out of an available 8085 Total working hours for the year. This calculates to an 85.64% productivity rate, which is slightly down from the previous year but is to be expected with the extra time taken to source hard to find parts and supplies. We have continued to strive to provide excellent workmanship and customer service. We have stayed on track with the field repair strategy. Overall, 2022 can be chocked up as a success but there is always room for improvement.

In the coming year we will continue to adjust our practices and procedures to improve productivity and most importantly to provide the best fleet possible for our end users.



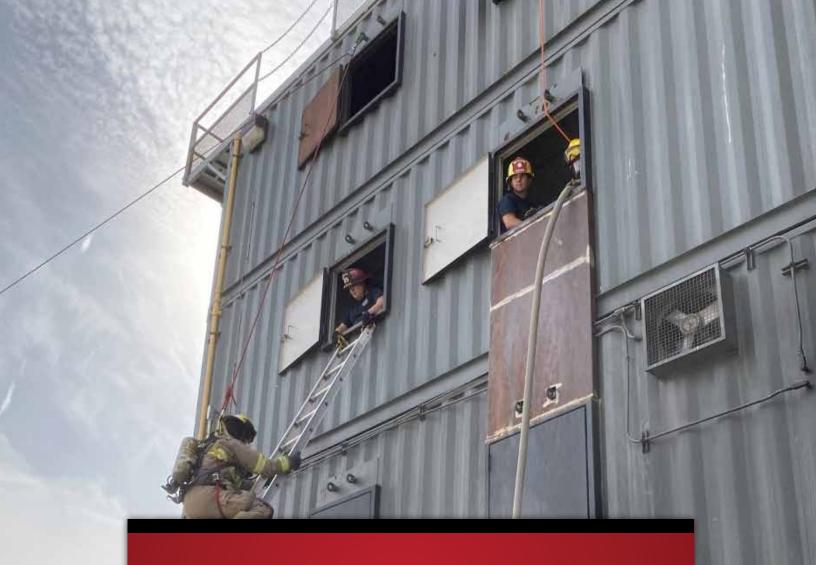
# EDUCATION &



he Fire District is committed to providing quality fire and life safety education to reduce the high number of fatalities and injuries nationwide related to fires. Fresno County Fire Protection District believes a proactive approach in fire prevention education is the best way to reduce fatalities and injuries. Through various outreach programs, our Public Education Team and firefighters throughout the Fire District educate thousands of children and adults each year on how to keep their homes and business safe from fire. Our Public Education personnel are trained to provide information on a broad range of topics, from teaching pre-school students about fire escape plans to assisting senior citizens in how to recognize and eliminate hazards in their homes.

In 2022, Public Information staff was able to get back to a "normal" routine educating the public. We attended over 85 in person events providing educational information on fire and life safety. These events included, but not limited to, several parades, 3 National Night Outs, Fresno Home and Garden Show, The Big Fresno Fair, multiple trunk or treats as well as multiple career days. At these events we handed out fire prevention and presented safety education information all to help eliminate risk. We also, delivered 20 in person elementary school programs reaching 1,928 school children. These schools included American Union, Caruthers Elementary, and Fairmont Elementary to name a few. We also have installed approximately 20 smoke alarms this past year to homeowners in need of a replacement. The Public Information Bureau currently has over 15,000 Facebook followers, 12,600 Twitter followers 7,248 Instagram followers and 278 Tik Tok followers.







# DISTRICT Statistical Overview

N DISTRICT ANNUAL REPOR

FRESNO COUNTY FIRE PROT

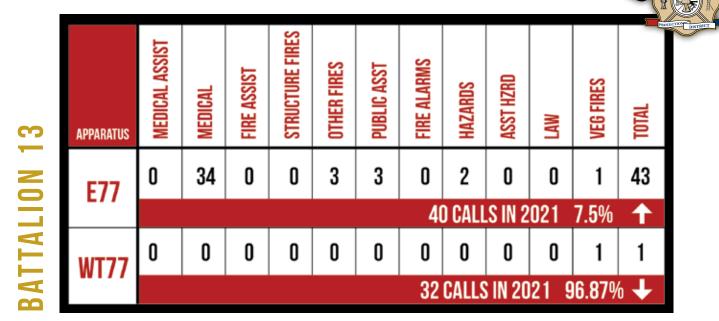
# BATTALIONS 11 + 12

APPARATUS	MEDICAL ASSIST	MEDICAL	<b>FIRE ASSIST</b>	STRUCTURAL FIRES	<b>OTHER FIRES</b>	<b>PUBLIC ASSIST</b>	FIRE ALARMS	HAZARDS	<b>ASST HAZARDS</b>	LAW	<b>VEG FIRES</b>	TOTAL
E72	0	181	1	8	25	9	1	5	0	0	21	251
E/2							<u>309 C</u>	ALLS	IN 202	21 18	.77%	+
L72	0	82	0	4	11	6	1	1	0	0	1	106
										NOT A	PPLIC	ABLE
E74	0	325	0	15	31	9	2	7	0	NOT A O	PPLIC 22	ABLE 411

APPARATUS	MEDICAL ASSIST	MEDICAL	FIRE ASSIST	STRUCTURE FIRES	<b>OTHER FIRES</b>	PUBLIC ASST	<b>FIRE ALARMS</b>	HAZARDS	ASST HZRD	LAW	VEG FIRES	TOTAL
E75	0	8	0	0	0	0	0	0	0	0	1	9
170							- 1	5 CALI	.S IN 2	021	40%	+

**BATTALION 11** 

# BATTALIONS 13 + 14

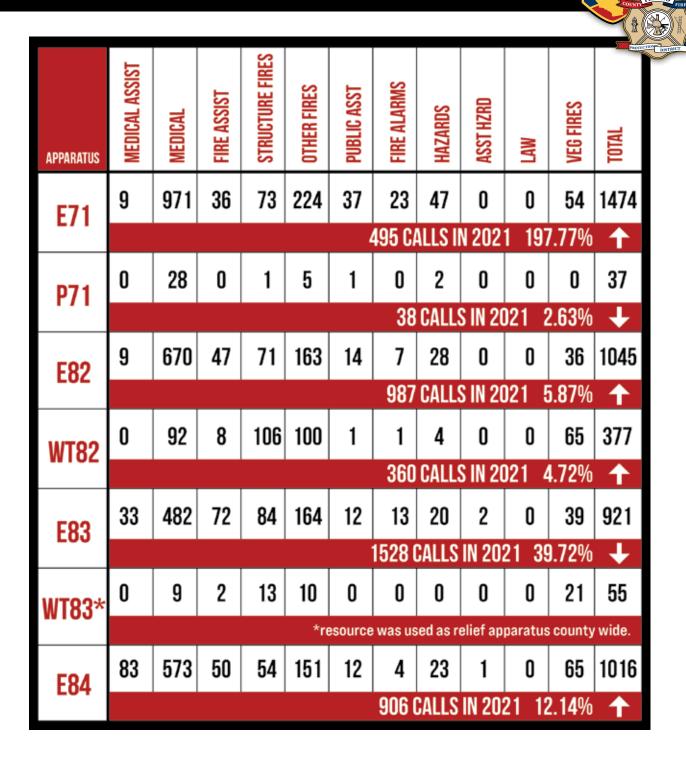


APPARATUS	MEDICAL ASSIST	MEDICAL	FIRE ASSIST	STRUCTURE FIRES	<b>OTHER FIRES</b>	PUBLIC ASST	<b>FIRE ALARMS</b>	HAZARDS	ASST HZRD	LAW	VEG FIRES	TOTAL
E93	3	457	4	10	93	17	6	15	0	0	24	629
							62	1 CALI	<u>.s in 2</u>	021	<b>1.29</b> %	
WT93	0	7	1	6	32	0	0	0	0	0	15	61
							40	CALLS	S IN 20	21	<b>52.5</b> %	1
E94	0	252	0	29	107	10	6	10	0	0	33	447
							360	CALLS	S IN 20	)21 2	4.16%	6 <b>个</b>

				S								PROTECTIO
APPARATUS	MEDICAL ASSIST	MEDICAL	<b>FIRE ASSIST</b>	STRUCTURE FIRES	<b>OTHER FIRES</b>	<b>PUBLIC ASST</b>	FIRE ALARMS	HAZARDS	ASST HZRD	LAW	<b>VEG FIRES</b>	TOTAL
E90	1	877	7	34	161	15	6	38	0	0	33	1172
							941	CALLS	S IN 20	21 2	4.54%	ó 🔶
WT90	0	11	0	24	35	0	0	1	0	0	19	90
							86	CALLS	S IN 20	21 4	. <b>65</b> %	1
E95	9	723	14	18	127	12	7	20	0	0	55	985
							854	CALLS	S IN 20	21 1	<b>5.33</b> %	ó 🔶
E96	0	1150	9	14	201	23	11	24	1	0	69	1502
							1211	CALLS	S IN 20	21 2	. <b>4.02</b> %	ó 🔶
WT96	0	10	3	5	17	0	0	2	0	0	8	45
							70	CALLS	S IN 20	21 3	5.71%	ό 🕂



APPARATUS	MEDICAL ASSIST	MEDICAL	FIRE ASSIST	STRUCTURE FIRES	<b>OTHER FIRES</b>	PUBLIC ASST	<b>FIRE ALARMS</b>	HAZARDS	ASST HZRD	LAW	VEG FIRES	TOTAL
E85	250	143	70	25	36	20	2	16	5	0	22	589
							572	2 CALL	<u>s in 2</u>	021	2 <b>.97</b> %	<b>↑</b>
E86	2	439	5	30	61	21	4	21	0	0	43	626
							589	) CALL	S IN 2	021 (	6.28%	1
WT86	0	33	3	55	43	1	0	2	0	0	51	188
							162	CALLS	S IN 20	)21 1(	6.04%	<b>↑</b>
L87	242	211	401	33	144	22	15	11	15	1	43	1138
							1136	CALLS	S IN 20	)21 (	<b>).17</b> %	1
SQ87	425	480	233	52	216	15	4	31	0	0	84	1540
							1360	CALLS	S IN 20	)21 13	<mark>3.23</mark> %	1
<b>R87</b>	0	48	0	2	0	1	0	0	0	0	0	51
							56	CALLS	S IN 20	)21 8	<b>8.92</b> %	+
R287	2	44	0	0	0	1	0	0	0	0	0	47
							32	CALLS	IN 20	21 4	6. <b>87</b> %	1
E89	16	876	28	57	192	25	8	32	0	0	48	1282
							1078 (	CALLS	IN 20	21 1	<b>8.92</b> %	

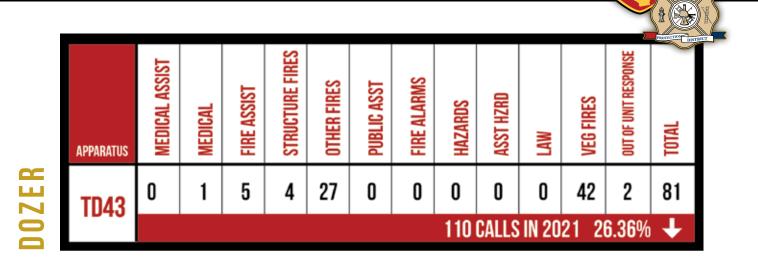


# **BRUSH ENGINES**



APPARATUS	<b>MEDICAL ASSIST</b>	MEDICAL	FIRE ASSIST	STRUCTURE FIRES	<b>OTHER FIRES</b>	<b>PUBLIC ASST</b>	FIRE ALARMS	HAZARDS	ASST HZRD	LAW	VEG FIRES	OUT OF UNIT RESPONSE	TOTAL
BR72	0	10	0	0	2	1	0	0	0	0	4	5	22
								34 C	ALLS	N 202	1 35.	<b>.29</b> %	+
BR73	0	17	0	1	8	5	0	0	0	0	8	5	44
								54 C	ALLS	N 202	1 18	.51%	+
BR74	0	13	0	3	3	0	0	0	0	0	6	0	25
								28 C	ALLS	N 202	1 10.	71%	+
BR75	0	14	0	1	6	0	0	0	0	0	5	2	28
51170								49 C	ALLS	N 202	1 42	.85%	+
BR77	0	7	0	1	7	3	0	0	0	0	1	1	20
								64 C	ALLS	N 202	1 68	<b>.75</b> %	+
BR94	0	8	1	3	10	2	0	3	0	0	7	0	34
51104								63 C	ALLS	N 202	1 46	. <b>03</b> %	+

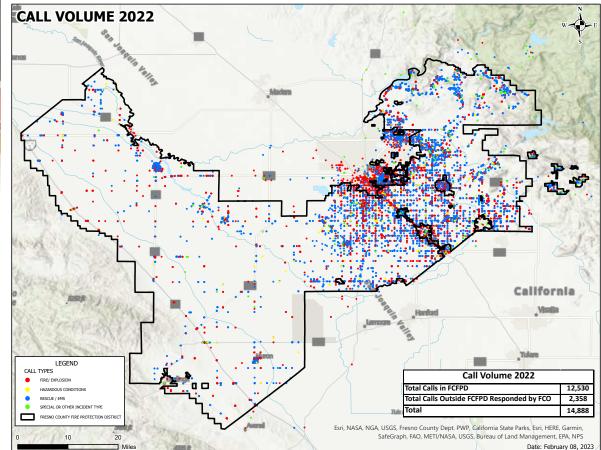
# DOZER 43 + BREATHING SUPPORT



NG SUPPORT	APPARATUS	MEDICAL ASSIST	MEDICAL	<b>FIRE ASSIST</b>	STRUCTURE FIRES	<b>OTHER FIRES</b>	PUBLIC ASST	<b>FIRE ALARMS</b>	HAZARDS	ASST HZRD	LAW	VEG FIRES	TOTAL
BREATHING	<b>BS82</b>	0	4	3	60	23	0	0	0	0	0	4	94
BRE	BOOL							80	CALLS	IN 20	21 1	<b>7.5</b> %	1

# EMERGENCY COMMAND CENTER



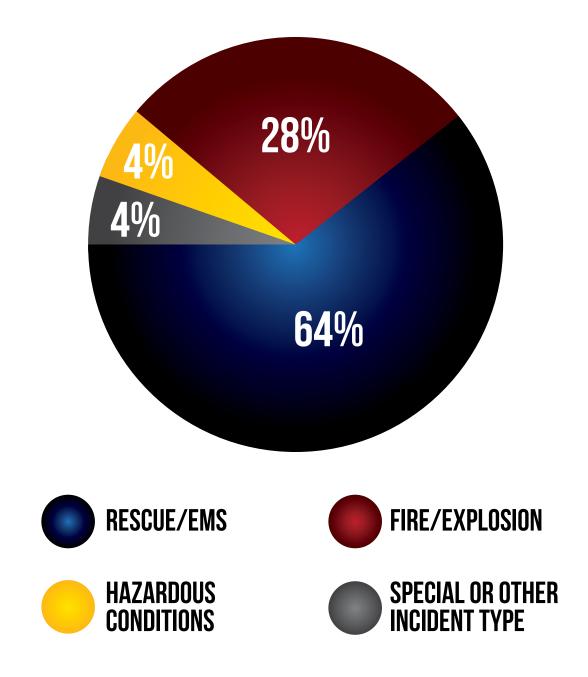


he Fresno Kings Unit Emergency Command Center answered over 20K emergency calls and over 42K administrative calls in 2022.

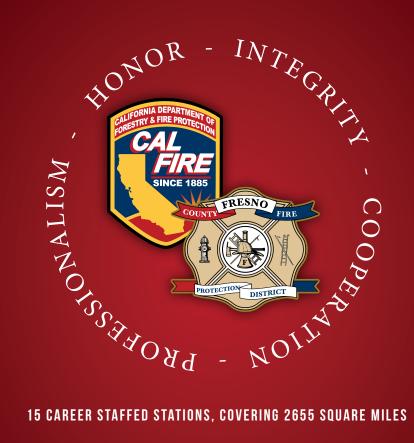




# **2022 CALL TYPE BREAKDOWN**







### 15 CAREER STAFFED STATIONS, COVERING 2655 SQUARE MILES

FresnoCoFire

O CalFireFresnoCountyFire

CalFire\_FresnoCountyFire





Honor, Integrity, Cooperation & Professionalism

### MEMORANDUM

- Date: 03/09/2023
- To: Board of Directors
- Attn: Matt Furrer, President
- From: Fire District Staff
- Subject: Creation of the 2022 Annual Report

### BOARD OF DIRECTOR'S BRIEFING PAPER

### ISSUE:

Staff is asking the Board of Directors to authorize the finalization and implementation of the 2022 Annual Report.

### BACKGROUND:

The Board requested the creation and distribution of the Annual Report.

### **DISCUSSION:**

The District creates a report that highlights the accomplishments and showcases, at a high level, the issues and impacts that occurred during the past year related to the Fire District.

### ALTERNATIVES:

- 1. The Board requests adjustments to the version and a new draft will be presented at a future meeting for a vote of approval.
- 2. The Board votes to stop creating and distributing Annual Reports.

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

- □ Fiscal No known costs outside of already approved budget line items.
- Operational No Known Impacts
- □ Legal No known impacts
- Labor No known impacts

 Sociopolitical – Increases awareness of the District to external stakeholders and audiences

- Policy No known impacts
- □ Health and safety No known impacts
- Environmental No known impacts
- Interagency Increases awareness of the District to stakeholders and audiences

#### **RECOMMENDATION:**

Staff is recommending that the Board of Directors approve the implementation and distribution of the *2022 Annual Report* as written.

APPROVED:

3/9/23

Ryan Michaels, Division Chief

Date

### FRESNO COUNTY FIRE PROTECTION DISTRICT

### FY 2022/2023



### **Amended Final Budget**

Presented on: 03/15/2023

### **Goals and Highlights:**

- Balanced budget, revenue exceeds expenses.
- Maintains current daily staffing and operational levels.
- Provides for facility capital improvement projects.
- Provides for the purchase of capital equipment: fire engines, command/inspector vehicles, and grant projects.
- Identifies specific restricted allocated balances for various capital improvement projects.
- Identifies cash carry forward balance. Cash utilized to pay bills during first five months of the fiscal year prior to Teeter payments being received.
- Provides staff with the tools necessary to develop District Response Time Goals as per the Strategic Plan.
- Provides staff with the tools necessary to develop strategies to maintain the District's ISO rating.
- Work with government agencies to explore all avenues of funding to improve fire protection services.

## **REVENUE PROJECTIONS**

3000 Property Tax Revenue		\$22,669,312
3100 Property Assesments (MNTA & CFD)		\$244,963
3380 Interest Income		\$254,000
4969 Transition Fees		\$304,473
Grant Revenue 4977 Volunteer Fire Assistance 4979 Community Development Block Grants 4986 Department of Homeland Security (DHS) 4987-04 FEMA, Assistance to Firefighters (AFG) 4989 OES, Power Resiliency Grant	\$19,827 \$0 \$447,368 \$0 \$0	\$467,195
Fire Prevention 5001 Fire Report Fees 5002 Firework Permit Fees 5003 Cost Recovery Fees 5004 Protection/Planning Fees 5005 Jury & Witness Fees	\$750 \$25,000 \$14,445 \$390,000 \$250	\$430,445
Services-Other Agencies 5039 Fire Protection Contracts 5039-13 Fresno County MOU	\$3,142,149 \$1,717,927	\$4,860,076
Training Center 5101 Training Services 5102 FCC Reimbursement	\$165,000 \$459,000	\$624,000
5150 Shop Services		\$90,000
Other Income 5206 Rents 5207 Assistance By Hire 5208 Office of Emergency Services 5209 First Responder Fees/Med. Aid 5210 Other Sales 5211 Miscellaneous 5214 Rebates 5215 Refunds 5216 Donations 5219 Returned Check Charges 5231 Covid-19 Relief Funds 5232 Hurtado - State of CA Funds	\$14,229 \$735,700 \$80,000 \$20,000 \$30,000 \$2,000 \$15,000 \$11,000 \$5,000 \$1,500 \$0 \$2,750,000	\$3,664,429

## TOTAL PROJECTED REVENUE

EXPENDITURE PROJECTIO	NS	
Contractual Specialized Services		
7294-01 CAL FIRE Schedule A Agreement (See Appendix A)		\$24,299,064
7294-02 Fresno City Fire Agreement		\$96,215
7294-05 Merced County Fire Agreement		\$12,500
7294-06 Firebaugh City Fire Agreement		\$25,000
8002 Fresno County MOU Volunteer Company Support		\$70,000
0507-01 Hume Lake (HLVFD)	\$10,000	
0507-02 Mountain Valley (MVFD)	\$10,000	
0507-03 Pine Ridge (PRVFD)	\$10,000	
0507-04 Huntington Lake (HLVFD)	\$10,000	
0507-05 Big Creek (BCVFD)	\$10,000	
0507-06 Other MOU Agency Repair Services	\$20,000	
8100-01 Other Agency Repair Services		\$30,000
Repairs and Maintenance		<b>•</b> • • • • • •
7202 Maintenance - General (Minor) Equipment		\$10,000
7203 Maintenance - Communications (Radio Equipment)		\$15,000
7204-01 Maintenance - Vehicle (Automotive)		\$820,000
7204-02 Vehicle Striping		\$0
7204-03 Vehicle Refurbishment		\$30,000
7204-04 Diesel Exhaust Fluids		\$4,000
7205 Maintenance - Auto Defibrillator		\$1,500
7206 Maintenance- SCBA/TIC/Air Monitor		\$20,000 \$15,000
7207 Maintenance - Jaws, Small Engine		\$15,000 \$140,000
7220 Maintenance- Structure/Improvements/Grounds Painting, repairing and minor		φ140,000
modification of buildings, heating		
systems, water and fuel systems.		
Labor and Related Costs		\$1,129,120
6200-01 Paid Call Firefighter	\$25,000	ψ1,120,120
6200-02 PCF Program Business Management Cost	\$20,000	
6200-03 Fire Inspectors (3 Inspectors/1 Senior)	\$230,000	
6200-04 IT Administrator	\$90,000	
6200-05 Benefits	\$130,000	
6200-06 Unemployment Payments	\$5,000	
6200-09 PCF Heavy Equipment Operators	\$0	
6200-11 Uniforms-PCF/Sch C	\$7,000	
6200-12 District Clerical Staff	\$80,000	
6200-13 Heavy Equipment Mechanic	\$100,000	
6200-15 Equipment Services Assistants (Parts) & (Fire Equip.)	\$125,000	
6200-16 Administration Officer	\$120,000	
6200-17 Fleet Services Technician (Graphics)	\$85,000	
6200-18 Special Projects Analyst	\$42,120	
6220 Payroll Tax Expense	\$70,000	
Travel and Transportation		
7413 Transportation - Travel		\$27,000
7413-01 Transportation/Travel Claim	\$25,000	
7413-02 Transportation Mileage	\$1,000	
7413-03 Historical Engine	\$1,000	<b>*</b> • • • • • • •
7414 Fuel	<b>A</b> CC CC-	\$466,500
7414-01 Gasoline	\$80,000	
7414-02 Diesel	\$375,000	
7414-03 Red Dyed Diesel (Dozer & Tractors)	\$8,500	

7414-03 BOE Diesel Fuel Taxes	\$3,000	
Firefighting Clothing/Equipment	+-,	
7025-01 PPE Clothing		\$100,000
7025-02 Personal Safety Equipment		\$55,000
7025-03 Personal Safety Supplies		\$10,000
7025-04 Firefighting Foam		\$25,000
Legal and Professional		+,
7295 Professional & Specialized Services		\$66,000
7295-03 Professional Technical	\$61,000	+,
7295-04 Professional Services, Legal	\$5,000	
7300 District Legal Fees - General	+-,	\$80,000
General Utilities		\$275,000
7430-01 Electrical	\$150,000	· · · · · ·
7430-02 Natural Gas	\$28,000	
7430-03 Propane	\$25,000	
7430-04 Waste Collection	\$38,000	
7430-05 Water Service	\$34,000	
7034 Insurance, All Types	Ŧ - )	\$403,633
7075-01 Workers Compensation	\$64,269	· · · / · · ·
7075-02 General Liability	\$339,364	
Communications	· · )	
7040-01 Telephone Services		\$40,000
7040-02 Long Distance Fees		\$500
7040-03 Cellular Services		\$113,000
7040-04 Wireless Internet		\$45,000
Household Supplies & Food		. ,
7055 Food (Fire Line Meals, Etc.)		\$15,000
7070 Household Expenses		\$35,000
7070-01 Cleaning Supplies	\$25,000	. ,
7070-02 Small Appliance/Kitchen Goods	\$5,000	
7070-03 Furniture & Linens	\$5,000	
7071 Household Services		\$34,500
7071-01 Towel Service	\$12,500	
7071-02 Pest Control Service	\$10,000	
7071-03 Bottled Water Service	\$12,000	
7071-04 Janitorial Service		\$2,700
Special District Costs		
6222 Tax Collection Billing Fee		\$52,000
7401 District Special Expenses		\$3,500
Office Supplies and Postage		
7265 Office Expenses		\$67,000
7265-01 Office Supplies	\$55,000	
7265-02 Postage	\$9,000	
7265-03 Computers & Supplies	\$3,000	
Other		
7250 Memberships & Subscriptions		\$15,100
7260 Miscellaneous Expenses		\$2,500
7305 Secured Property Tax		\$200
7325 Publications & Legal Notices		\$2,000
Advertising bids, public meetings, etc.		
7340 Rents & Leases - Str/Imp/Grds/Equip.		\$2,500
Hydrant rentals (Bakman Water), mountaintop repeater sites,		
office machine & power tool rental		
7402 EMT recertification Fee per CCEMSA		\$1,000
7403 PIO Expenses		\$7,000

7405 Prevention Budget 7405-01 Training 7405-02 Information/Education 7405-03 Weed Abatement 7405-04 LE Investigations 7405-05 LE Incidents 7405-06 Protection/Planning 7405-07 Technical Services (Plan Review Contractor) 7405-08 Office Space Lease	\$5,000 \$2,500 \$3,000 \$1,600 \$12,000 \$115,000 \$15,600	\$156,700
<ul> <li>7407 Lexipol</li> <li>7408 Target Solutions/Check it</li> <li>7409 Tablet Command</li> <li>7531 Community Facilities District</li> <li>7541 Website Administration</li> <li>9002 Bank Charges</li> <li>7235 Medical And Oxygen Supplies</li> <li>7235-01 Supplies, Medical</li> <li>7235-02 Oxygen</li> </ul>	\$15,000 \$3,500	\$11,863 \$13,640 \$40,000 \$10,000 \$18,000 \$18,500
Training - General 7251 Conferences,Seminars, Training for staff 7404 Training Budget 7385 Small Tools And Supplies Wrenches, screwdrivers, hammers, etc. for engines and stations Total Agreements, Services & Supplies	_	\$5,000 \$65,000 \$7,500 <b>\$29,014,235</b>
Capital Equipment 0401 Capital Equipment: Fire Engines & Support Vehicles 0401-01 Fire Engine (Type1) 1 Vehicle 0401-02 Command Vehicles 1 Vehicle	\$70,000 \$83,000	\$163,000
0401-03 Capital Outlay - Engines (Type 3) 8600 Lease-purchase (1 Truck & 1 Engine) 0402 Fire Fighting Equipment 0402-01 SCBA/TIC/Air Monitors 0403 Fire Hose 0404 Nozzles 0405 Communications Equipment 0406 Computer Equipment and Software 0407 Furniture/Appliances/Misc Equip 0408 Technical Rescue Program 0409 Ladder Testing 0413 Exercise Equipment 0417 Data Analytics Program 0418 Staffing Software Project 0419 Mobile Computer Purchase Program 0422 Automotive Shop Equipment 0424 Collective Data, Fleet Services Program Capital Facilities	\$10,000	\$358,476 \$138,000 \$35,000 \$65,000 \$35,000 \$45,000 \$45,000 \$10,000 \$12,500 \$18,000 \$34,000 \$34,000 \$10,000 \$10,000 \$7,500
0505 Training Center 0506 Station/Facilities Capital Improvements 0506-01 Station Improvement Projects	\$9,500 \$300,000	\$2,193,759
0506-03 Station 74 Improvement Project 0506-05 Parlier Station Improvements 0510 New Station 72 Project	\$1,893,759	\$0

Grant Matching Dollars	
0411 Volunteer Fire Assistance	\$40,000
0416 Community Development Block Grants	\$O
0410 FEMA, Assistance for Firefighters	\$O
0423 Department of Homeland Security	\$447,368
0509 OES, Power Resiliency Grant (fire station generators)	\$96,122
Total Capital Equipment And Facilities	\$3,856,225

## TOTAL PROJECTED EXPENDITURES

\$32,870,460

SUMMARY **REVENUE PROJECTION** \$33,608,893 Expenditure Projections: CAL FIRE Schedule A Agreement \$24,299,064 Labor and Related Costs \$1,129,120 **Operating Expense** \$3,586,051 **Total Capital Equipment And Facilities** \$3,856,225 **TOTAL EXPENDITURE PROJECTION** \$32,870,460 Projected Net Fund Balance Forward - June 30, 2023 \$738,433 Fund Balance Pass Through into Assigned or Restricted Accounts **Transition Agreement Fund** \$304,473 CFD Zone 1A Fund \$30,625 CFD Zone 1B Fund \$55,494 CFD Zone 2A Fund \$25,133 CFD Zone 2B Fund \$12,349 **Total Pass Through to Restricted Funds** \$428,074 Projected Fund Balance Minus Pass Through\* - June 30, 2023 \$310,359

\*Net fund balance is an Assigned Fund, Operating Cash.

## FUND BALANCE PROJECTIONS

### Assigned/Committed/Restricted Funds As of June 30, 2022:

## Assigned Funds:

Operating Cash:		
Cash Balance Carry Forward		\$2,033,738
Cash balance needed to pay first six months of fiscal year expenditures.		
Initial tax revenue teeter payment is not received until late December.		
Transition Agreement Fund (Station Relocation)		\$1,498,753
Hydrant Maint. Systems		\$2,547
Special Revenue Funds		\$58,346
PrePaids (Non-Spendable)		\$10,509
Committed Funds:		
Capital Equipment:		\$1,392,438
a. Communications Equipment	\$257,291	
b. Fire Equipment	\$348,717	
c. Mobile Equipment Replacement	\$786,430	
Training Center Fund		\$4
Capital Facilities		\$4,404,104
Restricted Funds:		
Zone A (CSA #44, Monte Verde)		\$282,436
CFD Zone 1A (Millerton Area, Brick&Mortar)		\$226,129
CFD Zone 1B (Millerton Area, Personnel Services)		\$280,475
CFD Zone 2A (General District Area, Brick & Mortar)		\$204,482
CFD Zone 2B (General District Area, Personnel Services)		\$124,986
Audited Total Fund Balance as of July 1, 2022		\$10,518,947
Projected 21/22 Carry forward June 30, 2022 (See Appendix B)		\$1,742,622
Projected 22/23 Carry forward (Estimate) June 30, 2023		\$738,433
Projected Total Fund Balance as of July 1, 2023	:	\$ 13,000,002

#### Appendix A-Schedule A

		No.	Class.		Months	Monthly Salary	Annual Salary	Benefits Salary 94.43%	Total Salary & Benefits	EDWC Salary	EDWC Monthly	Benefits EDWC 61.31%	Total EDWC & Benefits	Total Annual Salary
Millerton	Station 72	3	Captain	TMR	36	\$6,228	\$224,208	\$211,720	\$435,928	\$6,228	\$3,352	\$2,055	\$194,633	\$630,560
		1	Captain	FCFPD	12	\$6,228	\$74,736	\$70,573	\$145,309	\$6,228	\$3,352	\$2,055	\$64,878	\$210,187
		3	Engineer	TMR	36	\$5,305	\$190,980	\$180,342	\$371,322	\$5,305	\$2,855	\$1,750	\$165,788	\$537,110
		1	Engineer	FCFPD	12	\$5,305	\$63,660	\$60,114	\$123,774	\$5,305	\$2,855	\$1,750	\$55,263	\$179,037
Clovis	Station 85	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		2	Engineer		24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
		2	FF 11		24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
South Fresno	Ladder 87	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		4	Engineer		48	\$5,305	\$254,640	\$240,457	\$495,097	\$5,305	\$2,855	\$1,750	\$221,050	\$716,147
Relief	72/85/87	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
	12/00/01	1	Engineer		12	\$5,305	\$63,660	\$60,114	\$123,774	\$5,305	\$2,855	\$1,750	\$55,263	\$179,037
Clovis Lakes	Station 86	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		4	Engineer		48	\$5,305	\$254,640	\$240,457	\$495,097	\$5,305	\$2,855	\$1,750	\$221,050	\$716,147
		2	Engineer	FC MOU	24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
Morgan Canyo	or Station 74	2	Captain	FC MOU	24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		2	FF11	FC MOU	24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Sanger HQ	Station 84	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		2	Engineer		24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
		2	FF 11		24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Relief	86/74/84	2	Engineer		24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
Del Rey	Station 82	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
2011(0)	014101102	3	Engineer		36	\$5,305	\$190,980	\$180,342	\$371,322	\$5,305	\$2,855	\$1,750	\$165,788	\$537,110
		2	Engineer	FC MOU	24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
Dozer 43	Staffing	2	HFEO	FC MOU	24	\$6,297	\$151,128	\$142,710	\$293,838	\$6,297	\$3,389	\$2,078	\$131,193	\$425,031
Parlier	Station 71	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		2	FF 11		24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Selma	Station 83	2	Captain		24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		2	Engineer		24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
		2	FF 11		24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Relief	82/71/83	3	Engineer		36	\$5,305	\$190,980	\$180,342	\$371,322	\$5,305	\$2,855	\$1,750	\$165,788	\$537,110
South Fresno	Squad 87	3	Engineer		36	\$5,305	\$190,980	\$180,342	\$371,322	\$5,305	\$2,855	\$1,750	\$165,788	\$537,110
		1	FF 11		12	\$4,741	\$56,892	\$53,723	\$110,615	\$4,741	\$2,551	\$1,564	\$49,387	\$160,002

#### Appendix A-Schedule A

Caruthers	Station 90	2 4	Captain Engineer	24 48	\$6,228 \$5,305	\$149,472 \$254,640	\$141,146 \$240,457	\$290,618 \$495,097	\$6,228 \$5,305	\$3,352 \$2,855	\$2,055 \$1,750	\$129,755 \$221,050	\$420,373 \$716,147
			5		* - ,	• - ,	• -, -	• • • • • • •	• • • • • • •	• ,	• ,	• ,	* - <b>,</b>
Easton	Station 89	2	Captain	24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		1	Engineer	12	\$5,305	\$63,660	\$60,114	\$123,774	\$5,305	\$2,855	\$1,750	\$55,263	\$179,037
		2	FF 11	24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Relief	S87/90/89	1	Captain	12	\$6,228	\$74,736	\$70,573	\$145,309	\$6,228	\$3,352	\$2,055	\$64,878	\$210,187
		2	Engineer	24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
Harris Ranch	Station 94	2	Captain	24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		1	Engineer	12	\$5,305	\$63,660	\$60,114	\$123,774	\$5,305	\$2,855	\$1,750	\$55,263	\$179,037
		2	FF 11	24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Huron	Station 93	2	Captain	24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		2	FF 11	24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Tranguility	Station 95	2	Captain	24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
ranquity	Clation Co	2	FF 11	24	\$4,741	\$113,784	\$107,446	\$221,230	\$4,741	\$2,551	\$1,564	\$98,775	\$320,005
Relief	93/94/95	2	Engineer	24	\$5,305	\$127,320	\$120,228	\$247,548	\$5,305	\$2,855	\$1,750	\$110,525	\$358,073
Mendota	Station 96	2	Captain	24	\$6,228	\$149,472	\$141,146	\$290,618	\$6,228	\$3,352	\$2,055	\$129,755	\$420,373
		4	Engineer	48	\$5,305	\$254,640	\$240,457	\$495,097	\$5,305	\$2,855	\$1,750	\$221,050	\$716,147
	Total Count	104											
Command/Se	upport												
Division Chie	f	1.5	Div. Chief	18	\$14,422	\$259,596	\$245,137	\$504,733	\$0	\$0	\$0	\$0	\$504,733
Battalion Chie	ef	4	Batt. Chief	48	\$7,174	\$344,352	\$325,172	\$669,524	\$7,174	\$3,861	\$2,367	\$298,928	\$968,452
Fire Prev Offi	cer	1	Captain	12	\$6,228	\$74,736	\$70,573	\$145,309	\$6,228	\$3,352	\$2,055	\$64,878	\$210,187
Training Offic	er	3	Captain	36	\$6,228	\$224,208	\$211,720	\$435,928	\$6,228	\$3,352	\$2,055	\$194,633	\$630,560
						SBR	78.86%						
Equip Mgr.		1	FEM	6		rage non fire sea					\$373		\$2,238
Equip Mecha	nic	2	HEM	24	\$6,805		\$5,366						\$292,114
District Finan	ce Analyst	1	SSA	12	\$5,744		\$4,530						\$123,285
Research Dat	ta Analyst I	1	GIS	12	\$6,967		\$5,494						\$149,534
Clerical	HQ	1	OFF TEC	12	\$3,968		\$3,129						\$85,166
Clerical	HQ	1	OFF TEC	12	\$3,968		\$3,129						\$85,166
Clerical	Training Bureau	1	OFF TEC	12	\$3,968		\$3,129						\$85,166
Personnel	č	1	Senior Pers Specialist	12	\$5,938		\$4,683						\$127,448
Comm. Op.		6.00	Comm. Op.	72	\$4,971	COM OP SBR	\$3,174 63.86%						\$586,475
Overtime					\$1,700,000	1.45%							\$1,724,650
								SUBTOTAL F			3		24,990,549
								CODICIALI					21,000,040

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Salary Cost Avoidance due to C	Open Position:	PM										
1	BC	9	\$7,174	\$64,566	\$60,970	\$125,536	\$7,174	\$3,861	\$2,367	\$56,049	\$181,585	
1	Comm Op.	36.5	\$4,971		\$3,174						\$297,310	
1	OFF TEC	25	\$3,968		\$3,129				\$0		\$177,429	
3	Captain	92	\$6,228	\$572,976	\$541,061	\$1,114,037	\$6,017	\$3,238	\$1,985	\$480,543	\$1,594,580	
6	FF 11	37	\$4,741	\$175,417	\$165,646	\$341,063	\$4,741	\$2,551	\$1,564	\$152,278	\$493,341	
5.5	Engineer	41	\$5,305	\$217,505	\$205,390	\$422,895	\$5,125	\$2,758	\$1,691	\$182,407	\$605,302	
											\$3,349,547	
								Uniforms			\$19,448	
			Uniforms:	Safety	\$19,170			Tools			\$0	
				HEM	0	_		Subtotal			\$3,368,995	
				Subtotal	\$19,170			Admin Rate:	1 <b>2.0</b> 1%		\$404,616	
			SBR	1.45%	\$278			Total			\$3,773,612	
				Total	\$19,448	_						
						=		Less Cost A	voidance:			-\$3,773,612
Operating Expenses												
Personal Care												
	Allowances Uniform				\$466,875						\$466,875	
	Benefits Applied to Uniform		mployees only)		1.45%						\$6,770	
	Tool & Coverall Allowance	(HEM)									\$3,074	
							SUBTOTAL	. OPERATING I	EXPENSE	3		476,719
							00210111			-		
							TOTAL PER	RSONNEL AND	OPERAT	NG EXPENS	SES	21,693,656
							ADMINIST	RATIVE CHARC	θE		12.01%	2,605,408
											-	<u> </u>
						TOTAL PER	SONNELS	SERVICES SC	HEDULE	A CONTRA	<u></u>	<u>\$24,299,064</u>

## END of FY 21/22 Projection

# **REVENUE:**

	Preliminary Budget 6/8/2022	Final Budget 8/8/2022
Actual Revenue	\$28,960,925	\$32,581,164
Accounts Receivable (estimated revenue still owed):		
Remaining Tax Revenue	\$1,089,806	\$0
Service Contracts Misc. <b>(Interest,</b> Fleet Services, Protection Planning, etc)	\$725,965 \$1,769,085	\$0 \$126,779
Projected Subtotal AR	\$3,584,856	\$126,779
Projected Total Revenue:	\$32,545,781	\$32,707,943
<u>Expenses:</u>		
Actual Expenses Fire Engines, Lease Purchase Payment:	\$17,161,045 \$358,475	\$19,607,196 \$358,475
Adjusted Actual Expense to Date:	\$17,519,520	\$19,965,671
Estimated Accounts Payable (bills remaining to be paid):		
CAL FIRE Schedule A Service Contracts Mobile Equipment	\$11,028,325	\$10,670,650
Grants Misc.	\$0 \$2,293,825	\$0 \$329,000
Projected Subtotal AP:	\$13,322,150	\$10,999,650
Projected Total Expenses:	\$30,841,670	\$30,965,321
Projected End of Fiscal Year Net Balance +/-:	\$1,704,111	\$1,742,622



Honor, Integrity, Cooperation & Professionalism

## MEMORANDUM

Date: March 9, 2023

- To: Board Directors
- Attn: Matt Furrer President
- From: Fire District Staff

Subject: Amended Final Budget for FY 22/23

# **BOARD OF DIRECTOR'S BRIEFING PAPER**

### ISSUE:

Staff is asking the Board of Directors to review and approve the Amended Final Budget for Fiscal Year 2022/2023.

### BACKGROUND:

Each year Staff develops a budget describing the anticipated revenue and estimated expenses for the District. An Amended Budget is created to better account for trends based on some actuals and more current projections. The Budget is then approved by the Budget Subcommittee and brought forward the the Board of Directors for approval.

### **DISCUSSION:**

Fiscal Year 2022/2023 Amended Final Budget provides for a balanced budget where revenue exceeds expenses.

### ALTERNATIVES:

There are no recommended alternatives.

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

Fiscal – It is necessary for the District to amend the budget for the current fiscal year to continue daily operations and maintain a balanced budget based on more current trends/projections and any actuals that have been established.

Operational – An approved budget will allow field operations to continue without any interruption.

- Legal No known impacts
- Labor No known impacts
- Sociopolitical No known impacts
- Policy No known impacts
- Health and safety No known impacts
- Environmental No known impacts
- Interagency No known impacts

### RECOMMENDATION:

It is recommended by Staff that the District Board of Director's approves the Amended Final Budget as presented. It is also recommended that any Board Member makes a motion to approve the Amended Final Budget for Fiscal Year 2022/2023 and accept the Amended Budget for the current fiscal year.

APPROVED:

Ryan Michaels, Division Chief