



**Memorandum of Understanding Between San Joaquin County Community Development Department
and
Farmington Fire Protection District**

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

1. BACKGROUND:

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

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

The District is a Fire District formed in 1936. The District has powers and operates pursuant to the Fire Protection District Law of 1987 (Health & Safety Code Section 13800, et seq.), although it was formed pursuant to laws that superseded the Act. Pursuant to the Act, the District shall have and may exercise all rights and powers, expressed or implied, necessary to carry out the purpose and intent of the Act within its boundaries.

2. PURPOSE

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

3. EFFECTIVE DATE

The MOU is effective the date of the last Party’s signature (the “Effective Date”).

4. TERM

This MOU will remain in effect unless and until it is terminated by one of the Parties or otherwise superseded by law or legally binding actions of the Parties.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

5. MODIFICATION

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

6. PUBLIC RECORDS

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

7. QUALIFICATIONS

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

8. LIABILITY AND INDEMNITY

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

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

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

9. SCOPE OF SERVICES

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

10. FIRE CODE ADOPTION

10.a. Adoption of Fire Code:

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

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11. PLANNING APPLICATIONS/LAND USE ENTITLEMENT REVIEW

11.a. Planning Applications:

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

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

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

12. CONSTRUCTION PERMITS

12.a. Construction Permits:

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

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

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

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

12.b. Construction Fees:

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

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

County will pay 25% of any refund or reimbursement of any collected fee for a construction permit issued by the District pursuant to this MOU.

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

12.c. Construction Inspections:

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

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

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

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

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13. OTHER PERMITS AND INSPECTIONS

13.a. Fire Alarm and Fire Systems:

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

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13.b. Residential Fire Sprinkler Systems:

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

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13.c. Fire Apparatus Roads:

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

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

14. BUSINESS LICENSES

14.a. Business License:

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

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

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

15. OPERATIONAL FIRE PERMITS

15.a. Operational Fire Permit Issuance:

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

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ii) County will provide 75% of the collected fees to the District pursuant to a procedure approved by the Parties for Operational Permits in which the District performed required inspections

pursuant to this MOU and the County will retain 25% of the collected fee. Any refund or reimbursement of the collected fee will be paid 75% by the District and 25% will be paid by the County.

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

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

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16. WEED ABATEMENT

16.a. Weed Abatement Inspection:

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

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16.b. Weed Abatement:

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

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17. FIRE FACILITY FEE ORDINANCES

17.a. Fire Facility Fees:

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

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

18. APPEALS

18.a. Fire Appeals Board:

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

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

19. ENFORCEMENT ACTION

19.a. Enforcement Action:

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

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20. FUNDING

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

21. EMPLOYEE/EMPLOYER

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

San Joaquin County Community Development Department

By: _____, Director/Fire Warden

Date: _____

Farmington Fire Protection District

By: _____, Chairman of the Board

Date: _____

Farmington Fire Protection District

By: _____, Fire Chief

Date: _____

Approved as to form:

Office of County Counsel

By: _____

Date: _____

[DISTRICT COUNSEL]

By: _____

Date: _____