



## **WATERLOO MORADA FIRE DISTRICT BOARD OF DIRECTORS**

**March 6, 2024, Regular Board Meeting @ 7:00 pm**  
6925 E. Foppiano Lane, Stockton, CA 95212  
(209) 931-3107

### **AGENDA**

1. CALL TO ORDER - ROLL CALL
  - 1.1. Notice of meeting recorded.
2. PLEDGE OF ALLEGIANCE:
3. PRESENTATIONS:
4. IN THE MATTER OF PUBLIC DISCUSSION:

This time is provided to the public to address the Board of Directors on items not on the agenda. State law prohibits the Board of Directors from taking action on these items. Each person will be limited to no more than five minutes of discussion time and the total time allotted for discussion shall not exceed thirty minutes.

**DISCUSSION / ACTION ITEMS**
5. LATE AGENDA ITEMS: Government Code Section 54954.2(b)2
6. CORRESPONDENCE
  - 6.1. SJCCD PA-2300217 (MS)
7. APPROVAL OF MINUTES:
  - 7.1. Board Meeting – February 7th, 2024, Approval/Action
8. FINANCIAL REPORTS:
  - 8.1. Unpaid Bills by Vendor and Requisition # 9 Approval / Action
  - 8.2. Monthly Summary Report – Review / Discussion
9. OLD BUSINESS:
  - 9.1. Station 2 Update –
    - 9.1.1 Station 2 Remodel (House) Bid Results – Discussion / Action
    - 9.1.2 Station 2 Training Ground - Update
    - 9.1.3 Station 2 Training Room - Update
  - 9.2. American Rescue Plan Act (ARPA) Update– Reimbursements to Date
  - 9.3. Draft Waterloo Morada Fire – Ayera Antenna Lease – Discussion/Action
  - 9.4. Assistance to Firefighters Grant - Radios -Dist. Match Increase, Approval / Action
10. NEW BUSINESS:
  - 10.1 Unit 15 of San Joaquin County Firefighters L1243 Request to Open Negotiations Discussion / Action
  - 10.2 District Negotiation Committee – Discussion / Action
  - 10.3 Engine 2 – Estimate to Repair – Discussion / Action
  - 10.4 Firefighter Appreciation Dinner – Discussion / Action
  - 10.5 District Counsel – Client Services Agreement - Discussion / Action
  - 10.6 Fire Impact Fee Nexus Study - Discussion / Action

*Our Community...Our Priority*

**11. REPORTS:**

11.1. Member Reports:

11.2. Chief Report

11.3. Finance Committee:

(Board Members Ralph Lucchetti, Ken Vogel, Public Member Ryan Haggerty, Fire Administration, Board President Clay Titus, Alternate)

**12. CLOSED SESSION:**

12.1 Anticipated Litigation, Significant exposure to litigation pursuant to paragraph (2) or (3) subdivision (d) of Section 54956.9 of Government Code: one potential case.

12.2 Pursuant to Government code Section 54957.6 Conference with Labor Negotiator and Government code Section 54957.8 Labor Negotiations – Unrepresented Employee – Administrative Secretary

**Closed Session:** A "Closed" or "Executive" Session of the Fire District Board may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Fire Station at 6925 E. Foppiano Lane and any announcements or discussion will be held at the same location following Closed Session. Reference California Government Section 54956.9 (d)

**13. REPORT FROM CLOSED SESSION:** Pursuant to Government Code Section 54956.9 (d) (2) or (3) and Section 54957.8

**14. FUTURE AGENDA ITEMS/MEETINGS**

14.1 Directors Open Discussion

14.2 CSV Annual Audit Presentation

**15. ADJOURNMENT:**



**Jennifer Jolley**, Director

**Eric Merlo**, Assistant Director

**Tim Burns**, Code Enforcement Chief

**Corinne King**, Deputy Director of Planning

**Jeff Niemeyer**, Deputy Director of Building Inspection

**APPLICATION REFERRAL:  
 Staff Review with Notice**

**Re-Referral:** Updated Environmental.  
**Short Review Period:** 1-week response time.

Project Planner: Makayla Miller Phone: (209) 468-3180 Fax: (209) 468-3163 Email: memiller@sjgov.org

The following project has been filed with this Department: **APPLICATION NUMBER: PA-2300217 (MS)**

**PROPERTY OWNER:** Chelsea Chandler  
 P.O. Box 9041  
 Stockton, CA 95208

**APPLICANT:** Chelsea Chandler  
 P.O. Box 9041  
 Stockton, CA 95208

**PROJECT DESCRIPTION:** A Minor Subdivision application to subdivide an existing 10.68-acre parcel into 4 parcels. Parcel 1 to contain 2.95 acres. Parcel 2 to contain 2.0 acres. Parcel 3 to contain 3.62 acres. Parcel 4 to contain 2.12 acres. Parcels 1, 2, 3, and 4 will utilize a private access easement from Towers Place. Each parcel will utilize new private wells and on-site wastewater treatment systems. Storm water drainage is natural. This parcel is not under a Williamson Act contract.

The Property is zoned R-R (Rural Residential) and the General Plan designation is R/R (Rural Residential).

**PROJECT LOCATION:** The project site is 300 feet east of Cherryland Ave. and 180 feet south of Joseph Leon Ln. and Towers Pl., Stockton. (APN/Address: 087-090-67 / 3600 N. Towers Pl., Stockton) (Supervisory District: 4)

**ENVIRONMENTAL DETERMINATION:** The project was previously reviewed with the Mitigated Negative Declaration for General Plan Map Amendment No. PA-2100284 and Zone Reclassification No. PA-2100285, and a Notice of Determination was posted under State Clearinghouse No. SCH#: 2022100055. If approved, a Notice of Determination will be filed under SCH#: 2022100055.

**APPLICATION REVIEW:** Recommendations and/or comments on this project must be submitted to the Community Development Department no later than February 13, 2024. Recommendations and/or comments received after that date may not be considered in staff's analysis.

**AGENCY REFERRALS MAILED ON:** February 6, 2024

**TO:**

SJC Assessor  
 SJC Building Division  
 SJC Environmental Health  
 SJC Fire Prevention Bureau  
 SJC General Services  
 SJC Mosquito Abatement  
 SJC Parks and Recreation  
 SJC Public Works  
 SJC Sheriff Communications Director

SJC Surveyor  
 SJC Supervisor: District 4  
 Air Pollution Control District  
 San Joaquin Council of Governments  
 CA Regional Water Quality Control Board  
 CA Fish & Wildlife Region: 2  
 CA Native American Heritage Commission  
 PG&E  
 California Tribal TANF Partnership

California Valley Miwok Tribe  
 Haley Flying Service  
 North Valley Yokuts Tribe  
 United Auburn Indian Community  
 Precissi Flying Service  
 Sierra Club  
 Linden School District  
 Waterloo Morada Fire District  
 Buena Vista Rancheria



**WATERLOO MORADA FIRE DISTRICT**  
**February 7, 2024, Regular Board Meeting @ 7:00 pm**  
 6925 E. Foppiano Lane, Stockton, CA 95212

1. **Meeting Called to Order –7:02 pm**  
**Announcement of Meeting Recorded**  
**Roll Call/ Members Present:** Clay Titus, John Baker, Ralph Lucchetti, and Ken Vogel  
**Also Present:** Battalion Chief Culbertson and Yolanda Palermo  
**Absent:** Ryan Gresham and Chief Walder
2. **Pledge of Allegiance:** Battalion Chief Culbertson
3. **Presentations:**
4. **IN THE MATTER OF PUBLIC DISCUSSION:** This time is provided to the public to address the Board of Directors on items not on the agenda. State law prohibits the Board of Directors from acting on these items. Each person will be limited to no more than five minutes of discussion time and the total time allotted for discussion shall not exceed thirty minutes.
5. **Late Agenda Items: Government Code Section 54954.2 (b)**
6. **Correspondence:**
  - 6.1 SJCCD PA2300127 (A) Administrative Use Permit application to establish a truck terminal in 2 phases. over 5 years. Location: East side of N. Newton Rd., north of E. Cherokee Rd.
  - 6.2 SJCCD PA-2300267 (LA) Lot Line Adjustment application.
7. **Approval of Minutes:**
  - 7.1 Board Meeting January 3, 2024, Motion to approve by Ralph Lucchetti, Second: Ken Vogel  
 Motion carried 3 / 1 Abstain / 0 Absent: Ryan Gresham and Abstain: Clay Titus
8. **Financial Reports:**
  - 8.1 Motion to approve Unpaid Bills Detail Report Requisition # 8 by, John Baker, Second: Ken Vogel  
 Motion carried 4 / 1 Absent: Ryan Gresham
  - 8.2 Review of Monthly Summary Report.
9. **Old Business:**
  - 9.1 Station 2: Update Action/Approval
    - 9.1.1 Station 2 Remodel (House)
      - Remodel Bids were opened on Tuesday the 30<sup>th</sup>, Staff will bring to Board in March.
      - Chief Walder and B.C. Harper met with Community Development Planning, Building, and Code Enforcement to review the current plan for Firefighter residence remodel, the County tentatively approve of the plans except for the exit coming out of the kitchen it will have to meet ADA. If the district did nothing, we would be ok. Any upgrades will need to be ADA over the life of the building but the whole building would not have to be updated to an essential building.
    - 9.1.2 Training Ground
      - Containers were purchased. The County is ok with containers and will call them accessory buildings.
      - Station 2 Training Room – Director Titus has secured a 36'x40' triple wide classroom for a training will require a permit and documentation on the building.
      - Carport violation will be remedied when we submit a site plan showing the carport incorporated and a building permit is pulled for construction of the carport.
      - Joe Murphy is working on the site plan for the project which is a requirement that the County is making us submit along with our preliminary projects.

**9. Old Business continues:**

- 9.2 American Rescue Plan Act (ARPA) – District has submitted final request including half of Station change orders including fencing and Roebbelen Construction Manager and the remaining balance due to district.

**10. New Business:**

- 10.1 Form 700 handed out to all Board of Directors for completion.

**11. Reports:**

- 11.1 Member Reports:
- 11.2 Chief Report:
  - Monthly Incident Report for December. Calls for the month 245, YTD 2677
  - Annual Incident Report will be brought back to March meeting, with corrections.

**12. Future Agenda Items/Meetings:**

**13. Adjournment:**

**Meeting Adjourned: 8:08 pm**

---

Board of Director  
Waterloo Morada Fire District

11:53 AM  
03/05/24

### Waterloo Morada Rural County Fire Protection District Unpaid Bills by Vendor All Transactions

Type	Date	Num	Due Date	Open Balance
<b>Akerland Technology Solutions</b>				
Bill	3/4/2024		3/4/2024	1,994.07
Total Akerland Technology Solutions				1,994.07
<b>AT&amp;T Regular</b>				
Bill	3/4/2024		3/4/2024	85.83
Total AT&T Regular				85.83
<b>Bella Vita Mobile Detailing</b>				
Bill	2/26/2024		2/26/2024	1,100.00
Total Bella Vita Mobile Detailing				1,100.00
<b>Brannon Tire</b>				
Bill	2/26/2024		2/26/2024	1,476.27
Total Brannon Tire				1,476.27
<b>Business Office Systems-Stockton</b>				
Bill	2/26/2024		2/26/2024	80.03
Total Business Office Systems-Stockton				80.03
<b>California Choice</b>				
Bill	3/4/2024		3/4/2024	16,545.07
Total California Choice				16,545.07
<b>DeLage Landen Financial Services, Inc.</b>				
Bill	2/26/2024		3/26/2024	107.10
Total DeLage Landen Financial Services, Inc.				107.10
<b>Diesel Performance, Inc.</b>				
Bill	2/27/2024	100502	2/27/2024	1,140.20
Total Diesel Performance, Inc.				1,140.20
<b>ESO Solutions, Inc</b>				
Bill	2/26/2024		2/26/2024	5,864.30
Total ESO Solutions, Inc				5,864.30
<b>Firefighters of San Joaquin / Local 1243</b>				
Bill	2/26/2024		2/26/2024	969.36
Total Firefighters of San Joaquin / Local 1243				969.36
<b>FirePenny</b>				
Bill	2/29/2024		3/5/2024	6,649.66
Total FirePenny				6,649.66
<b>Flyers</b>				
Bill	3/4/2024	CFS 3755783	3/4/2024	418.14
Total Flyers				418.14
<b>Hi-Tech Emergency Vehicle Service, Inc.</b>				
Bill	2/26/2024		2/26/2024	6,156.39
Total Hi-Tech Emergency Vehicle Service, Inc.				6,156.39
<b>Hunt &amp; Sons, Inc</b>				
Bill	2/26/2024		2/26/2024	2,256.63
Total Hunt & Sons, Inc				2,256.63
<b>LEHR</b>				
Bill	2/26/2024		2/26/2024	2,833.04
Total LEHR				2,833.04
<b>Mallory Co</b>				
Bill	2/26/2024		2/26/2024	1,361.33
Total Mallory Co				1,361.33

11:53 AM  
03/05/24

### Waterloo Morada Rural County Fire Protection District Unpaid Bills by Vendor All Transactions

Type	Date	Num	Due Date	Open Balance
<b>Mission Linen Supply</b>				
Bill	2/26/2024		2/26/2024	96.20
Bill	2/26/2024		3/26/2024	103.73
<b>Total Mission Linen Supply</b>				<u>199.93</u>
<b>O'Reillys Auto Parts</b>				
Bill	3/4/2024		3/4/2024	87.15
<b>Total O'Reillys Auto Parts</b>				<u>87.15</u>
<b>Pacific Gas &amp; Electric Co.</b>				
Bill	2/29/2024		2/29/2024	2,539.38
<b>Total Pacific Gas &amp; Electric Co.</b>				<u>2,539.38</u>
<b>Pacific Records Management</b>				
Bill	2/29/2024		2/29/2024	45.00
<b>Total Pacific Records Management</b>				<u>45.00</u>
<b>Roebbelen Const. Management Services, Inc</b>				
Bill	2/26/2024		3/26/2024	2,406.00
<b>Total Roebbelen Const. Management Services, Inc</b>				<u>2,406.00</u>
<b>Ross' Ladder Service</b>				
Bill	2/26/2024		2/26/2024	684.25
<b>Total Ross' Ladder Service</b>				<u>684.25</u>
<b>Silva, Trent</b>				
Bill	2/28/2024		2/28/2024	450.00
<b>Total Silva, Trent</b>				<u>450.00</u>
<b>Stockton East Water District</b>				
Bill	3/4/2024		3/4/2024	104.00
<b>Total Stockton East Water District</b>				<u>104.00</u>
<b>U.S. Bank Corporate Payment System</b>				
Bill	2/27/2024		2/27/2024	4,809.52
<b>Total U.S. Bank Corporate Payment System</b>				<u>4,809.52</u>
<b>West Coast Energy Systems, LLC</b>				
Bill	2/26/2024	102108-1	2/26/2024	532.00
Bill	2/29/2024		2/29/2024	1,130.93
<b>Total West Coast Energy Systems, LLC</b>				<u>1,662.93</u>
<b>WMFF Association</b>				
Bill	2/27/2024	February	2/27/2024	460.00
<b>Total WMFF Association</b>				<u>460.00</u>
<b>TOTAL</b>				<u><u>62,485.58</u></u>



CAL CARD  
Statement Date 2/22/2024

3/6/2024

Account	Expense	Amount
553-Vehicle Maintenance	Big Valley Tractor	\$ 31.09
675-Training	ESO Class - Scheduler	\$ 601.97
570-Tools Equip.	Tool Box for Station 2	\$ 863.84
546-Tools /Extrication	Grainger	\$ 229.55
564-Office Furniture	Wal Mart Office Chair Station 2	\$ 85.00
561-Bldg. Maintenance	Wal Mart	\$ 37.52
633-Meeting	Engineer Promotion / Lunch	\$ 50.27
547-Radio	Radio	\$ 107.05
561-1-Bldg. Maintenance	Exhaust Fan RR	\$ 133.06
633-Meeting	Incident Weather	\$ 101.54
561-1-Bldg. Maintenance	Key Pads ( 2 ) Office Door and Community Rm.	\$ 812.42
616-Safety	PPE ( Shield )	\$ 97.64
616-Safety	PPE ( Badge-Nasty)	\$ 68.90
608-Station Supplies	Station Cleaning Supplies	\$ 300.24
677-Professional	Background Investigation PreEmployment	\$ 58.95
603-Computer	I cloud Storage Monthly Fee	\$ 0.99
633-Parking	EMS Meeting in Stockton	\$ 8.00
606-Office Supplies	Office Supplies / 1099	\$ 25.34
606-Office Supplies	Amazon Return Calendar Books	\$ (47.67)
606-Office Supplies	Office Supplies ( Binders, paper ,clips )	\$ 169.64
607-Postage	3 Rolls Stamps	\$ 204.00
603-Annual Contract	Pax 8 Email	\$ 856.68
		\$ 4,796.02

A/P Prior to Board Meeting  
 Waterloo Morada Rural County Fire Protection District

8.1  
 2/29/2024 2:42 PM

Register: Unrestricted-Undesignated:101 · F & M Checking-General  
 From 02/07/2024 through 02/29/2024  
 Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/07/2024	8436	Akerland Technolog...	2000 · *Accounts Paya...	Invoice 1736	610.00			68,734.34
02/07/2024	8437	California Choice	2000 · *Accounts Paya...	Group 45982 / ...	21,521.12			47,213.22
02/07/2024	8438	Dave's Towing Servi...	2000 · *Accounts Paya...	Invoice # 24-1...	500.00			46,713.22
02/07/2024	8439	Hunt & Sons, Inc	2000 · *Accounts Paya...	28393	804.35			45,908.87
02/07/2024	8440	Pathian Administrators	2000 · *Accounts Paya...	210121	237.66			45,671.21
02/08/2024	8441	California Waste Rec...	2000 · *Accounts Paya...	01-4746 3	300.55			45,370.66
02/08/2024	8442	California Waste Rec...	2000 · *Accounts Paya...	01-0040982	281.21			45,089.45
02/14/2024	8443	AT&T - CALNET 3	2000 · *Accounts Paya...	9391062550	269.55			44,819.90
02/14/2024	8444	Business Office Syst...	2000 · *Accounts Paya...	C001345	119.02			44,700.88
02/14/2024	8445	Alhambra	2000 · *Accounts Paya...	585832812761...	389.65			44,311.23
02/14/2024	8446	Comcast	2000 · *Accounts Paya...	815560068045...	205.36			44,105.87
02/14/2024	8447	Dave's Towing Servi...	2000 · *Accounts Paya...	Invoice # 24-1...	337.50			43,768.37
02/14/2024	8448	Pacific Gas & Electri...	2000 · *Accounts Paya...	8928861230-5	693.73			43,074.64
02/14/2024	8449	John Caleb Wilson	2000 · *Accounts Paya...	Uniform Reimb...	1,000.00			42,074.64
02/14/2024	8450	Robert Jones	2000 · *Accounts Paya...	Uniform Reimb...	1,000.00			41,074.64
02/22/2024	8451	Comcast	2000 · *Accounts Paya...	815560068045...	3.23			41,071.41
02/22/2024	8452	DeLage Landen Fina...	2000 · *Accounts Paya...	Invoice 816849...	107.10			40,964.31

0 \* \*

610.00+  
 21,521.12+  
 500.00+  
 804.35+  
 237.66+  
 300.55+  
 281.21+  
 269.55+  
 119.02+  
 389.65+  
 205.36+  
 337.50+  
 693.73+  
 1,000.00+  
 1,000.00+  
 3.23+  
 107.10+

017

28,380.03\*



**BUDGET YEAR LEFT**

32.05%

**Today's  
Date**

3/5/2024

GENERAL REVENUE ACCOUNTS		2023/24 Budget Amount	Revenue Rec'd July-Dec	Revenue Rec'd Jan-June	Total Revenue Rec'd to date	Estimated Revenue to be received	% of Revenue Received
4100100010	PROPERTY TAX-SECURED	\$2,252,041	\$1,120,201		\$1,120,201	\$1,131,840	49.74%
4100200070	PROPERTY TAX-SECURED-SB813	\$66,700	\$47,914		\$47,914	\$18,786	71.83%
4101000000	PROPERTY TAX-UNSECURED	\$104,200	\$117,707		\$117,707	-\$13,507	112.96%
4101000007	PROPERTY TAX-UNSECURED-SB813	\$1,360	\$1,827		\$1,827	-\$467	134.32%
4101000020	PROPERTY TAX-SB813-PRIOR	\$100	\$236		\$236	-\$136	236.44%
4101000030	PROPERTY TAX-UNSECURED-PRIOR	\$2,448	\$1,278		\$1,278	\$1,170	52.21%
4505500000	ST-HOMEOWNER PROPERTY TAX	\$6,417	\$1,870		\$1,870	\$4,547	29.14%
4605110000	SPECIAL ASSESSMENTS-1986	\$810,135	\$434,171		\$434,171	\$375,964	53.59%
56702	SPECIAL ASSESSMENTS-2019 (Measure N)	\$1,624,252	\$847,513		\$847,513	\$776,739	52.18%
	SAFER GRANT REVENUES	\$364,089	\$341,491		\$341,491	\$22,598	93.79%
	ARPA REVENUE RECEIVED	\$63,420					
	EMPLOYEE DEDUCTION (Association Dues)	\$18,582					
	<b>TOTAL GENERAL REVENUES</b>	<b>\$5,313,744</b>					
<b>Total Revenue Rec'd to Date \$</b>			<b>\$2,914,207</b>	<b>\$0</b>	<b>\$2,914,207</b>	<b>\$2,317,535</b>	

2023/24 RESTRICTED REVENUE ACCOUNTS (Estimated)		2023/24 Budget Amount	Revenue Rec'd July-Dec	Revenue Rec'd Jan-June	Total Revenue Rec'd to date	Estimated Revenue to be received	% of Revenue Received
	SJC -CAPITAL OUTLAY FUND/MITIGATION	\$28,067	\$4,622	\$157	\$4,780	\$23,287	17.03%
	ESTIMATED OES Reimbursement Minus OT	\$139,000	\$131,513	\$26,675	\$158,188	-\$19,188	113.80%
	Prevention Fees	\$56,910	\$35,725	\$566	\$36,291	\$20,619	63.77%
	Fire Recovery Fees	\$12,253	\$13,817		\$13,817	-\$1,564	112.76%
	<b>TOTAL ESTIMATED RESTRICTED REVENUE</b>	<b>\$236,230</b>	<b>\$185,677</b>	<b>\$27,398</b>			
<b>Total Revenue Rec'd to Date \$</b>					<b>\$213,075.05</b>		

EXPENDITURES- Personnel		2023/24 Budget Amount	2023/24 Restricted Budget/Operating Reserve	Total Budget	Expense Paid to Date	Remaining Budget to Date	% of Budget Remaining
510	SALARIES - REGULAR/A13-15, A2Q	\$1,769,274		\$1,769,274	\$1,247,098	\$522,176	29.51%
512	SALARIES - OVERTIME- FLSA-ATO	\$348,700		\$348,700	\$353,684	-\$4,984	-1.43%
515	SALARIES - EXTRA HELP - PART TIME	\$52,019		\$52,019	\$34,164	\$17,855	34.32%
SJCERA	RETIREMENT - EMPLOYER SHARE	\$1,550,133		\$1,550,133	\$1,056,645	\$493,488	31.84%
SJCO	SALARIES MEDICARE	\$30,000		\$30,000	\$17,345	\$12,655	42.18%
SJCO	SOCIAL SECURITY - EXTRA HELP - OASDI	\$3,225		\$3,225	\$1,104	\$2,121	65.76%
SJCO	MEDICARE EXTRA HELP	\$754		\$754	\$454	\$300	39.73%
SJCO	OTHER EMPLOYEE BENEFIT - UNIFORMS-CLASS A	\$22,000		\$22,000	\$24,000	-\$2,000	-9.09%
SJCO	EMPLOYEE BENEFIT UNION DUES AND ASSN.DUES	\$18,582		\$18,582	\$0	\$18,582	100.00%
530	INSURANCE - MEDICAL-VISION-OPT OUT	\$291,197		\$291,197	\$155,203	\$135,994	46.70%
532	INSURANCE - DENTAL	\$19,365		\$19,365	\$13,944	\$5,421	27.99%
535	INSURANCE - WORKER'S COMP	\$218,529		\$218,529	\$53,804	\$164,725	75.38%
536	DIRECTORS FEES	\$4,500		\$4,500	\$1,800	\$2,700	60.00%
6010100000	UNEMPLOYMENT COMP INSURANCE	\$1,000		\$1,000	\$0	\$1,000	100.00%
533	SICK LEAVE /POST RETIREMENT						
<b>TOTAL PERSONNEL</b>		<b>\$4,329,278</b>		<b>\$4,329,278</b>	<b>\$2,959,245</b>	<b>\$1,370,033</b>	<b>31.65%</b>

2023 Budget Summary

VEHICLE & EQUIPMENT		2023/24 Budget Amount	2023/24 Restricted Budget/Operating Reserve	Total Budget	Expense Paid to Date	Remaining Budget to Date	% of Budget Remaining
541	APPARATUS REPLACEMENT PROGRAM/PAYMENT	\$92,088	\$167,067	\$259,155	\$259,153.21	\$2	0.00%
542	FUEL	\$65,000		\$65,000	\$40,052.28	\$24,948	38.38%
546	FF TOOLS/EXTRICATION EQUIPT/GAS EQUIPT	\$9,250		\$9,250	\$3,501.17	\$5,749	62.15%
547	RADIOS	\$18,000	\$10,000	\$28,000	\$6,339.89	\$13,935	49.77%
549	SCBA	\$9,300		\$9,300	\$5,832.07	\$3,468	37.29%
550	HOSE & NOZZLES	\$16,200		\$16,200	\$15,256.75	\$943	5.82%
552	EQUIPT ANNUAL MAINTENANCE	\$6,200		\$6,200	\$684.25	\$5,516	88.96%
553	VEHICLE MAINTENANCE	\$46,500		\$46,500	\$44,343.55	\$2,156	4.64%
554	EQUIPMENT CAPITOL OUTLAY	\$18,085	\$25,000	\$43,085	\$43,057	\$28	0.07%
<b>TOTAL VEHICLE &amp; MAINTENANCE</b>		<b>\$280,623</b>	<b>\$202,067</b>	<b>\$482,690</b>	<b>\$418,220</b>	<b>\$56,744</b>	<b>11.76%</b>

BUILDINGS & GROUNDS		GENERAL	2023/24 Restricted Budget/Operating Reserve	Total Budget	Expense Paid to Date	Remaining Budget to Date	% of Budget Remaining
561	BUILDING MAINTENANCE	\$11,400	\$10,200	\$21,600	\$15,002	\$6,598	30.54%
562	REPAIR OFFICE/LIVING QUARTERS	\$2,500		\$2,500	\$483	\$2,017	80.67%
564	FURNITURE	\$15,500		\$15,500	\$7,699	\$7,801	50.33%
569	BUILDING & GROUND CONTINGENCIES	\$1,500	\$350,000	\$351,500	\$0	\$351,500	100.00%
570	STATION 2 APP BAY FINNISHING		\$124,800	\$124,800	\$105,163	\$19,637	15.73%
570	STATION / PROPERTY CAPITOL OUTLAY	\$206,362		\$206,362	\$126,693	\$79,669	38.61%
	STATION 2 APP BAY CONSTRUCTION		\$394,807	\$394,807	\$483,752	-\$88,945	-22.53%
<b>TOTAL BUILDINGS &amp; GROUNDS</b>		<b>\$237,262</b>	<b>\$879,807</b>	<b>\$1,117,069</b>	<b>\$738,793</b>	<b>\$378,276</b>	<b>33.86%</b>

SUPPLIES		GENERAL	2023/24 Restricted Budget/Operating Reserve	Total Budget	Expense Paid to Date	Remaining Budget to Date	% of Budget Remaining
601	OFFICE EQUIPMENT	\$1,200		\$1,200	\$301	\$900	74.96%
602	COMPUTER EQUIPMENT	\$3,600		\$3,600	\$3,925	-\$325	-9.02%
603	ANNUAL CONTRACT SERVICES	\$27,320		\$27,320	\$24,701	\$2,619	9.59%
606	OFFICE SUPPLIES	\$5,200		\$5,200	\$906	\$4,294	82.59%
607	POSTAGE	\$1,326		\$1,326	\$436	\$890	67.12%
608	STATION SUPPLIES-CLEAN/MAINT	\$8,000		\$8,000	\$2,947	\$5,053	63.16%
616	CLOTHING - SAFETY/BOOTS	\$11,490	\$51,910	\$63,400	\$33,258.10	\$30,142	47.54%
618	MEDICAL SUPPLIES	\$16,100		\$16,100	\$8,035	\$8,065	50.09%
633	MEETING/TRAVEL SUPPLIES	\$11,200		\$11,200	\$6,883	\$4,317	38.54%
635	FIREFIGHTING FOAM	\$6,000		\$6,000	\$2,653	\$3,347	55.78%
636	SUPPLIES - CONTINGENCIES		\$8,000	\$8,000	\$0	\$8,000	100.00%
<b>TOTAL SUPPLIES</b>		<b>\$91,436</b>	<b>\$59,910</b>	<b>\$151,346</b>	<b>\$84,045</b>	<b>\$67,301</b>	<b>44.47%</b>

650	SERVICES	GENERAL	2023/24 Restricted Budget/Operating Reserve	Total Budget	Expense Paid to Date	Remaining Budget to Date	% of Budget Remaining
625	UTILITIES - ELEC/ GAS/ WATER/GARBAGE/TEL-INT	\$50,578		\$50,578	\$31,653	\$18,925	37.42%
652	INSURANCE - CASUALTY	\$63,884		\$63,884	\$65,571	-\$1,687	-2.64%
654	SJ CO. AUDITOR - PAYROLL	\$2,800		\$2,800	\$0	\$2,800	100.00%
655	ANNUAL AUDIT	\$13,000		\$13,000	\$600	\$12,400	95.38%
656	SJ CO. TAX ADMINISTRATION CHARGE	\$38,000		\$38,000	\$15,022	\$22,978	60.47%
656-1	SJ CO. AUDITOR DIRECT ASSESSMENT CHARGE	\$27,840		\$27,840	\$22,122	\$5,718	20.54%
657	DISPATCHING	\$80,000		\$80,000	\$47,756	\$32,245	40.31%
658	COMPUTER SUPPORT	\$11,800		\$11,800	\$11,145	\$655	5.55%
665	PHYSICAL EXAMS/EMT RECERT	\$10,450		\$10,450	\$2,682	\$7,768	74.34%
670	FIRE PREVENTION/PUBLIC EDUCATION		\$5,000	\$5,000	\$397	\$4,603	92.06%
675	EMPLOYEE TRAINING	\$4,123	\$87,253	\$91,376	\$30,061	\$61,315	67.10%
676	ELECTIONS	\$0		\$0	\$0	\$0	
677	PROFESSIONAL	\$45,318		\$45,318	\$16,819	\$28,499	62.89%
678	ATTORNEY'S FEES	\$9,000		\$9,000	\$228	\$8,773	97.47%
679	PUBLICATIONS & LEGAL NOTICES	\$1,100		\$1,100	\$2,099	-\$999	-90.77%
679-1	CONFERENCE/MEMBERSHIPS	\$13,175		\$13,175	\$7,819	\$5,356	40.65%
680	EMPLOYEE MILEAGE REIMBURSEMENT	\$500		\$500	\$0	\$500	100.00%
690	SERVICES CONTINGENCIES	\$3,500		\$3,500	\$0	\$3,500	100.00%
<b>TOTAL SERVICES</b>		<b>\$375,068</b>	<b>\$92,253</b>	<b>\$467,321</b>	<b>\$253,972</b>	<b>\$213,349</b>	<b>45.65%</b>
<b>TOTAL EXPENDITURES</b>		<b>\$5,313,667</b>	<b>\$1,234,037</b>	<b>\$6,547,704</b>	<b>\$4,454,275</b>	<b>\$2,085,703</b>	<b>31.85%</b>

BALANCE SHEET		LAST MONTH	CURRENT	CHANGE
100	SJ COUNTY - GENERAL ACCOUNT	\$244,145	-\$128,881	-\$373,026
101	F&M GENERAL OPERATING FUNDS	\$71,890	\$120,610	\$48,720
103	SJ COUNTY OPERATING RESERVE (Mitigation Fees)	\$4,133	\$4,855	\$722
106	F&M OPERATING RESERVE FUNDS	\$705,173	\$646,321	-\$58,852

LONG TERM LIABILITY	BEG. BALANCE	LIABILITY PAID	BALANCE	PAYOFF DATE
STATION 2 PROPERTY	\$536,250	\$173,947	\$362,303	06/05/2030
2018 TYPE 1 ( HI TECH )	\$626,281	\$626,281	\$0	11/15/2023
2018 TYPE 3 ( BME )	\$377,170	\$377,170	\$0	03/01/2024
2020 TYPE 1 (E-2)	\$694,818	\$355,867	\$338,951	10/25/2026
SJCERA SICK LEAVE BANK	\$230,000	\$110,000	\$120,000	

Other Misc. Revenue Received	July-Dec	Jan-June	Total Rec'd.
SJC General Acct. Interest	\$6,973		\$6,973
SJC Capitol Outlay Interest	\$316		\$316
Other Misc. Revenue Received	\$44,099		\$44,099
<b>Total</b>	<b>\$51,388.00</b>		<b>\$51,388</b>



## Office of the County Administrator

Jerome C. Wilverding, County Administrator  
 Sandra Regalo, Assistant County Administrator  
 Brandi Hopkins, Assistant County Administrator

February 27, 2024

Board of Supervisors  
 County Administration Building  
 Stockton, CA

Dear Board Members:

**Authorize the Additional Allocation of \$188,350 From the American Rescue Plan Act (ARPA) Fund (#20250) to Fund the Completion of Previously Approved ARPA Projects for Waterloo Morada Fire and Linden-Peters Fire**

### RECOMMENDATION

It is recommended the Board of Supervisors authorize the County Administrator to reimburse up to \$188,350 from the American Rescue Plan Act (ARPA) Fund (#20250) to fund the completion of previously approved ARPA projects for Waterloo Morada Fire and Linden-Peters Fire.

### REASON FOR RECOMMENDATION

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of ARPA, provide funding for permissible capital investments. Under the section, Capital Expenditures in General Provisions: other and eligible uses, the acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical and emergency services; acquisition of emergency response equipment; and support for operations and maintenance of existing equipment and facilities are eligible uses.

On October 4, 2022, the Board approved using the second tranche of ARPA funding, amounting to \$74,019,157, (B-22-695) for various projects. Among these, \$5,260,696 was allocated for fire-related projects. Subsequently, on December 13, 2022, an additional \$7,267,276 of the \$74,019,157 was allocated to support various projects across 13 Fire Districts (B-22-693). As of December 31, 2023, approximately \$8.8 million of the \$12.5 million allocated for fire-related projects has not been spent.

#### *Waterloo Morada Fire*

Waterloo Morada Fire initially sought funding to assist with the total expenses related to the Apparatus Bay/Office project. The District was granted a 50% cost share of \$652,750 in ARPA funding for the \$1,305,500 project. Subsequent change orders for the project totaled \$233,114. The District is now seeking the County's contribution of 50%, or \$116,557, to cover this additional expense and ensure project completion.

Additionally, \$32,491 is requested to cover extra costs for the command vehicle buildout, encompassing communication equipment, command consoles, storage, and safety standards compliance. An additional \$4,302 is being requested for remodeling the facility's dorm room. The total requested additional funding amounts to \$153,350.

*Linden-Peters Fire*

Linden-Peters Fire is seeking approval for an additional funding allocation, not exceeding \$35,000, to address costs to build out the previously approved command vehicle. This includes installing communication equipment, command consoles, and storage facilities and ensuring compliance with safety standards.

Should this additional funding for these two projects be approved, it will be drawn from the \$3.5 million held in unobligated ARPA reserves, leaving an approximate balance of \$3.3 million.

**FISCAL IMPACT**

One-time funding of \$188,350 is available in the ARPA Fund (#20250) and will be allocated upon approval by the Board to reimburse Waterloo Morada Fire and Linden-Peters Fire for the abovementioned projects. If approved, a balance of approximately \$3.3 million will remain in reserves.

**ACTION TO BE TAKEN AFTER APPROVAL**

Waterloo Morada Fire and Linden-Peters Fire will provide invoices and final documentation of the purchase of emergency vehicle equipment and capital projects. The County Administrator's Office staff will process reimbursements up to \$188,350.

Very truly yours,



Jerome C. Wilverding  
County Administrator

c: County Counsel  
General Services Director  
Auditor-Controller  
Eric G. Walder, Waterloo Morada Fire Chief  
Kirk Noffsinger, Linden-Peters Fire Chief  
Board Clerk for Agenda 02/27/24




Board of Supervisors  
CAO - Authorize the Allocation of \$188,350 From  
ARPA Fund (#20250) to Complete Fire Projects

February 27, 2024  
Page 3

BL02-05

JW:SJS

Reviewed by County Counsel's Office:

  
Edward Kiernan 2/21/2024

9.2

# Waterloo-Morada Fire District



Included in MKE ARPA Request	Approved ARPA Requests	BOS Approved 2-27-24	Received to Date	Remaining
Pyramid Repeaters x2, \$6,500 each	\$13,000.00		\$ 13,000.00	
Portable Radio Grant Cost Share	<del>\$11,474.34</del>			
<b>Waterloo Morada ARPA Requests</b>				
Command Vehicle	\$93,806.00	\$126,297.00	\$ 76,915.99	\$49,381.01
Remodel Dorm Room-Orig \$75,000	\$75,000.00	\$79,302.00	\$ 79,302.00	
Lucas Device	\$20,500.00	\$20,500.00	\$ 20,500.00	0
Apparatus Bay / Office - Cost Share	\$652,750.00	\$769,307.00		
Apparatus Bay / Office -Pay App #1 & #2			\$ 162,853.75	
Apparatus Bay / Office -Pay App #3			\$ 121,293.82	
Apparatus Bay / Office -Pay App #4			\$ 170,591.02	
Apparatus Bay / Office -Pay App #5			\$91,628.85	
Apparatus Bay / Office -Pay App #6			\$61,046.14	
<b>Total Received for Sta #2 to date</b>			\$ 607,413.58	\$161,893.42
<b>Total</b>	\$842,056	\$995,406	\$784,132	\$ 211,274.43

## ROOFOP SPACE LEASE AGREEMENT

This Rooftop Space Lease Agreement ("Agreement") is entered into this **1st day of January, 2024**, between **Ayera Technologies, Inc.** (Lessee) and **Waterloo-Morada Fire District** (Lessor), owners of the property designated in Leased Space. This Agreement will supersede any previous agreement in effect as of the Commencement Date.

### **1. Term**

The term of this Agreement shall be for five (5) years commencing on March 1, 2024 ("Commencement Date") and terminating on February 28, 2029 (the "Term") unless otherwise terminated as provided in Paragraph 7. Lessee shall have the right to extend the Term for up to four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee or Lessor notifies the other party their intent to not renew at least 180 days prior to commencement of the succeeding Renewal Term.

### **2. Rent and Services provided to Lessor**

- a) Lessee shall pay to Lessor as rent One-Hundred-Fifty and 00/100 Dollars (\$150.00) per month ("Rent"). Rent shall be payable to Lessor at 6925 E Foppiano Lane, Stockton, CA, 95212. Rent shall increase upon commencement of each renewal term by 10%.
- b) Lessee will, during the term of this Agreement and any option period, include a 1-Gbps symmetrical network connection for Lessor's internal use to each of Lessor's following locations ("Fire Stations"):
  - a. 6925 East Foppiano Lane, Stockton, CA ("Station 1")
  - b. 4946 East 8 Mile Rd, Stockton, CA ("Station 2")

These connections may be used for both Layer 2 connectivity between Fire Stations ("L2 Service") as well as internet service ("Internet Service"). A routable public IP subnet up to a /28 (13 assignable IPs) shall be included upon request.

- c) Lessee, upon Lessor's request, shall provide, install, and maintain at no charge to Lessor, up to eight fixed 1k, 2k, or 4k cameras, one (1) 4k Point-to-Zoom camera, and one (1) Network Video Recorder ("NVR") among any or all Fire Stations.
- d) Lessee shall provide, install, and maintain at no charge to Lessor, up to two (2) emulated T1 service connections ("T1 Service") for Lessor's legacy TDM-type equipment located at Station 1. Endpoint of each T1 Service circuit may vary, but must be at a location serviced by Lessee.

### **3. Leased Space**

This is a multi-site lease, with the following locations included as designated Leased Space ("Leased Space Locations"), each including indoor rack or wall

space ("Shelter Space") for Lessee's power and switching equipment, and up to 5 Amps of 120V power at each location paid for by Lessor via a nearby electrical outlet or panel. Any power used over the included amount will be paid monthly by Lessee at actual cost of power. Leased Space also includes sufficient space for fiber, Ethernet, and/or Low Voltage power cabling from antennas to Shelter Space at each Leased Space Location.

- a) 6925 East Foppiano Lane, Stockton, CA, 95212 ("Station 1"). Sufficient rooftop space for Lessee to install a non-penetrating base of type Rohn 25GBRM or similar ("Tower Base 1"), and erect a guyed mast on top of Tower Base of type Rohn 25G or similar not to exceed 50 feet tall ("Tower Mast 1"), for mounting and operation of Lessee's various antennas and supporting equipment. Approximate latitude / longitude of Tower Base 1 and Tower Mast 1 is 38.028986, -121.225555.
- b) 4946 East 8 Mile Rd, Stockton, CA, 95366 ("Station 2"). Sufficient rooftop space for Lessee to install a base of type Rohn 25GSSB or similar ("Tower Base 2"), and erect a guyed mast on top of Tower Base of type Rohn 25G or similar not to exceed 50 feet tall ("Tower Mast 2"), for mounting and operation of Lessee's various antennas and supporting equipment. Approximate latitude / longitude of Tower Base 2 and Tower Mast 2 is 38.057116, -121.254641.

**4. Installation, Maintenance and Operation of Equipment**

- a) Lessee shall be responsible for the cost of all installation expenses. Lessor understands that Tower Masts may require guy wires and guy wire anchor points which may penetrate each Leased Space Location's roof and that Lessee shall properly seal all such penetrations. Lessee understands that cable runs may require roof, wall or parapet penetrations and that Lessee shall properly seal such penetrations.
- b) Lessee's employees or designated contractors that climb the various towers or masts at the Leased Space Locations must have Competent or Authorized Climber certification issued from a reputable Tower Safety & Rescue Training Program such as Comtrain. All appropriate safety measures must be taken when climbing Tower Masts.
- c) Lessee will, during the term of this Agreement and any option period, have the right to ingress and egress with sufficient notice to Lessor. Such right shall be limited to authorized engineers of Lessee or persons under Lessee's direct supervision. Such approval shall not be unreasonably withheld.

**5. Taxes**

If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Except as provided immediately below, Lessor shall pay all real property taxes attributable to the land. Lessee shall reimburse Lessor for any increases in real property taxes which are assessed as a direct result of Lessee's improvements to the Land. As a condition of Lessee's obligation to pay such tax increases, Lessor shall provide

to Lessee the documentation from the taxing authority, reasonably acceptable to lessee, indicating the increase is due to Lessee's improvements.

#### **6. Termination**

This Agreement shall be in effect for the dates and time periods stated herein. Upon expiration or earlier termination of the Lease, Lessee will remove all equipment installed on the Leased Premises within 60 days without damage to Lessor's property. Any equipment or property remaining following the 60 day removal period shall be deemed abandon by the Lessee and Lessor shall have the right to dispose of such property as it deems appropriate. Lessee shall repair any damage caused by its installation, maintenance or removal of its equipment and other personal property to the original building condition. During the term of the Agreement, Lessor will not grant a license to any other party which would interfere with Lessee's use of the premises as contemplated herein.

This Agreement may be terminated without further liability as follows:

- a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice.
- b) By Lessor if Lessee damages Lessor's property in any such way and does not repair within sixty (60) days of receipt of written notice.

#### **7. Indemnification**

Lessee does hereby indemnify and hold Lessor harmless from any claim which may arise against Lessor by reason of any occurrence attributable to the installation, operation or maintenance of Lessee's equipment. Except if caused by the gross negligence or misconduct of Lessor or its employees, agents or representatives, Lessor shall not have any obligations or liability with respect to the Lessee's equipment or any obligation to comply with any current or future enacted laws or regulations relating thereto. Lessee's installation, maintenance and use of its equipment shall be at its own risk and expense.

#### **8. Insurance**

Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within ten (10) days of written request by Lessor.

#### **9. Assignment and Subletting**

Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-

one percent (51%) or more of its stock or assets. Lessor may assign and/or transfer its title in interest in this Agreement upon written notice to Lessee, subject to the assignee and/or the transferee assuming all of Lessor's obligations herein.

**10. Miscellaneous**

- a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- c) This Agreement shall be binding on and inure to the benefit of the successors, transferees of title, and permitted assignees of the respective parties.
- d) This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above noted. Any notice or demand required to be given herein shall be made to the address of the respective parties set forth below:

**Lessee:**  
Ayeria Technologies, Inc.  
P.O. Box 576846  
Modesto, CA 95357

**Lessor:**  
Waterloo-Morada Fire District  
6925 East Foppiano Lane  
Stockton, CA 95212

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: **Mathew Ford**

Name: \_\_\_\_\_

Title: **CEO**

Title: \_\_\_\_\_

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

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



# Waterloo Morada Professional Firefighters Association

6925 E Foppiano Ln, Stockton, CA 95212



2/29/2024

Board of Directors,

Unit 15 of San Joaquin County Firefighters local 1243 is asking for negotiations to open for the 2022/2024 Memorandum of understanding. Per article 15.1 in the current MOU negotiations will commence ninety(90) days prior to the expiration of the existing MOU. We look forward to hearing from the board in the near future for a date that we can begin the negotiation process.

Rodney Ellsworth

President

Waterloo Morada Professional  
Firefighters Association

# HI-TECH EMERGENCY VEHICLE SERVICE, INC.



444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110

February 21, 2024

### Waterloo-Morada Fire District

Attn: Kevin Culbertson

[kculbertson@wmfire.org](mailto:kculbertson@wmfire.org)


### Estimate to provide the following repairs to Type-I unit

1. Repair collision damage to passenger rear corner of cab and running board
2. Replace all damaged components
3. Repaint as necessary

Parts and materials	\$ 5,247.00
Labor	\$ 14,400.00
Sales Tax @ 9%	\$ 1,768.23
<hr/>	
Total each unit	\$ 21,415.23

Hi-Tech EVS reserves the right to amend any item that was unforeseen at the time of the estimate. The department will be informed if any additional items are found in need of repair. This estimate is not binding and does not include, freight, fuel, or transportation. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. Estimate is valid for 30 days.

If you have any questions please call Ben Ruthman at (209) 847-3042

  
 \_\_\_\_\_  
 Ben Ruthman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date



**WILLIAM L. ADAMS**  
ATTORNEY AT LAW, PC

**CLIENT SERVICES AGREEMENT**

This Client Services Agreement (“Agreement”) is the written fee contract that California law requires lawyers to have with their clients. It is made effective this 6th day of March 2024, in Windsor, California, and provides that we, William L. Adams, Attorney at Law, PC, will provide legal services to you, the Waterloo Morada Fire District, on the terms set forth below.

1. **SCOPE OF SERVICES.** You are hiring us to serve as General Counsel and provide legal services to support Waterloo Morada Fire District. in governance, administration, personnel, and operations as needed. We do not represent you on any other independent or related litigation matter even if arising out of the same facts or circumstances, without an express mutual agreement between us. If we perform legal services in another matter, the terms of this Agreement will apply until an agreement is reached in the other matter.
2. **CLIENT'S DUTIES.** You agree to be truthful and to cooperate with us, to appear at all legal proceedings as required, to keep us informed of developments, to abide by this Agreement, to pay our bills on time, and to keep us informed of your current physical address, mailing address, and telephone number.
3. **DEPOSIT.** You agree to pay us an initial deposit of \$ N/A to be held in a non-interest-bearing trust account. This deposit shall be maintained throughout the duration of the case. Legal fees under this Agreement shall be paid pursuant to the payment terms set forth in paragraph 5 of this Agreement. **Should you not pay your invoice within 10 days of receipt, we reserve the right to cease performing non-essential work and immediately withdraw from representing you.**

You authorize us to use that deposit to pay the fees, costs, and other expenses incurred under this Agreement. Any unused and unearned deposit at the conclusion of our services will be refunded to you.

4. **LEGAL FEES.** You agree to pay for legal services at the following rates: Attorneys at \$350.00 per hour, law clerks at \$205.00 per hour, paralegals at \$195.00 per hour, and clerical at \$95.00 per hour. The legal personnel assigned to this matter may confer among themselves about the matter as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one legal personnel attends a meeting or legal proceeding, each will charge for the time spent, so long as their attendance is reasonably necessary and not duplicative. Reasonable periodic increases may occur without advanced notice. The minimum unit charge is 0.1 hour.
5. **COSTS AND EXPENSES.** You authorize us to incur all reasonable costs and to hire any investigators, consultants, or expert witnesses reasonably necessary in our judgment and with your concurrence. A standard administrative charge shall be paid monthly at the rate of 5% of the total fees charged and includes in-house copies up to 25 copies per print job, postage, faxes, telephone, long-distance charges, and computerized legal research. Costs that are not part of the standard administrative charge and are payable separately include but are not limited to, court fees, service of process charges, photocopy services, in-house copies of 25 copies or more per print job at \$.12 per copy, notary fees, regulatory agency search or status fees, messenger or personal delivery fees, overnight delivery fees, certified or registered mail, parking, bridge tolls, mileage at \$.50 per mile, deposition costs, investigation expenses, consultant fees, expert witness fees, mediator fees, arbitrator fees, and other similar items. We may advance such costs and expenses or, at our option, require that you pay for them directly. If a deposit is not required in Paragraph 4, you will reimburse us for such advanced costs and expenses as billed. Reasonable periodic increases may occur without advanced notice. Items that are not to be considered costs, and that must be paid by you without being either advanced or contributed to by us, include but are not limited to, other parties' costs and fees that you may be ordered to pay by an arbitrator or judge.

6. **INVOICES.** Your invoice will be sent to you by email unless you specify first class mail. Each invoice is to be paid by check in full upon receipt, with payment to P.O. Box 1050, Windsor, CA 95492-1050.

**Should you not pay your invoice within 10 days of receipt, we reserve the right to cease performing non-essential work and immediately withdraw from representing you.** Upon issuing the invoice, we will apply any amount on the deposit you have provided under Paragraph 4 to the amount due on your invoice. A late charge of 1% per month will be charged to you on any balance owed to us for more than 30 days, which includes all previously charged late fees. You agree that, whether or not attorneys' fees or costs are awarded by the court in this action, you remain responsible for the payment, in full of all attorneys' fees and costs in connection with this matter. You will be charged \$25 for each returned check.

7. **ASSOCIATION OF OTHER ATTORNEYS.** We may at our sole discretion associate any other attorney in our representation of you in this matter, so long as the costs incurred thereby do not exceed our normal billing rates. We will obtain your permission for any costs that exceed our normal billing rates.

8. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. There can be no assurance that you will recover any sum in this matter. Our comments about the outcome of your matter are expressions of opinion only. Any estimate of fees given by us shall not be a guarantee. Actual fees may vary from the estimates given.

9. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time by providing written notice to us. Upon receipt of such notice, we will immediately cease to render any further services. Such a discharge does not, however, relieve you of the obligation to pay any costs incurred prior to such termination, and we have the right to recover from you the reasonable value of our legal services rendered from the effective date of this Agreement, as defined in Paragraph 16, through the date of discharge.

We may withdraw from representation of you a) with your consent, b) upon court approval if a court action has been filed, or 3) if no court action has been filed, upon reasonable notice to you. We agree that 14 days' notice from mailing date is reasonable notice. You agree to pay all costs and our attorney's fees to file a motion to be relieved as counsel and any related motions or applications.

10. **CONCLUSION OF SERVICES.** Upon the conclusion of our services, all unpaid charges will immediately become due and payable. You authorize us to use any funds held in our trust account as a deposit against costs to apply to such unpaid charges. After our services conclude, we will, upon your request and at your expense, deliver your file to you or your authorized agent, along with any funds or property of yours in our possession.

11. **LIEN.** You hereby grant us a lien for any unpaid costs or fees owing to us at the conclusion of our services on any and all claims or causes of action that are the subject of our representation under this Agreement. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any checks received from any other party shall be made out to "William L. Adams, PC Client Trust Account," and deposited into the firm's client trust account, and payments for unpaid costs, our attorney's fees, and your share of the proceeds shall be paid therefrom in accordance with the terms of this Agreement. The effect of such a lien is that we may be able to compel payment of fees and costs from any such funds recovered on your behalf even if we have been discharged before the end of the case. Because a lien may affect your property rights, you may seek the advice of an independent lawyer of your choice before agreeing to such a lien. By initialing this paragraph, you represent and agree that you have had a reasonable opportunity to consult such an independent lawyer and—whether or not you have chosen to consult such an independent lawyer—you agree that Attorney will have a lien as specified above.

\_\_\_\_\_(Client Initial Here)      \_\_\_\_\_(Client Initial Here)

12. **COSTS AND FEES TO ENFORCE AGREEMENT.** In any claim, action or proceeding, including any collection or bankruptcy proceedings, arising out of the enforcement of any provision of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in that claim, action or proceeding. Our fees include the time expended by us at our standard rates, as set forth in paragraph 4, and our costs, as set forth in paragraph 5, in enforcing this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise, whether oral or written, made on or before the effective date of this Agreement, as defined in paragraph 16 below, will be binding on the parties.

14. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the remainder of the entire Agreement will be severable and remain in effect.

15. **EFFECTIVE DATE.** This Agreement will take effect when the conditions stated in Paragraph 1 have been satisfied, but the effective date will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

16. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. It shall not be necessary to account for more than one counterpart in making proof of this Agreement.

17. **ENFORCEABILITY OF COPIES.** Photocopy, facsimile, or electronically transferred copy of this Agreement shall be as valid and binding as the original.

18. **JURISDICTION.** This Agreement shall be enforceable in the Superior Court of Sonoma County, California.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William L. Adams, PC

**CLIENT APPROVAL**

If the client is a public entity or business organization, each person signing below affirms that he or she has the authority to bind the organization. Each person acknowledges receipt of a fully executed duplicate of this Agreement.

**Communications and Invoices:**

I give permission to receive communications and invoices by email: \_\_\_\_\_(Initial)\_\_\_\_\_ (Initial)

Email address(s): \_\_\_\_\_

I prefer to receive my communications and invoices by first class mail: \_\_\_\_\_(Initial)\_\_\_\_\_ (Initial)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

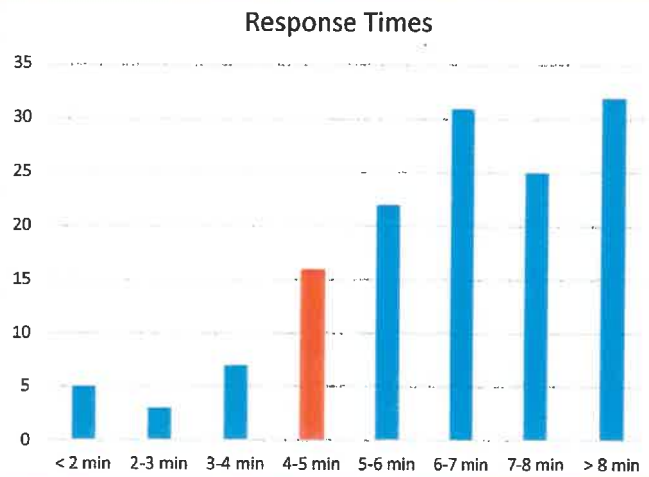
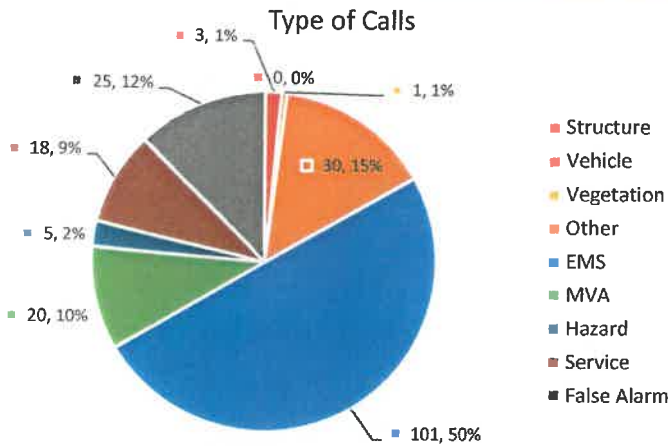
\_\_\_\_\_  
Title



# WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

January  
2024

## EMERGENCY OPERATIONS



Incidents		Month	YTD
Total Calls :		203	203
Station Incidents		% Per Station	
1	127	62.6%	
2	76	37.4%	
Emergency Response - Code 3 Calls Only			
Station	Incidents	Avg Resp Time	Total Inc
1	95	6:51	47%
2	46	5:47	23%

Prevention		Month	YTD
Business Inspections		12	12
Fire Permits Issued		25	25
Public Education		1	1
Children			40
Adults			20

Training	
Month	922
YTD	922

Dollar Loss		Monthly	YTD
Property		\$0.00	\$ -
Contents		\$0.00	\$ -

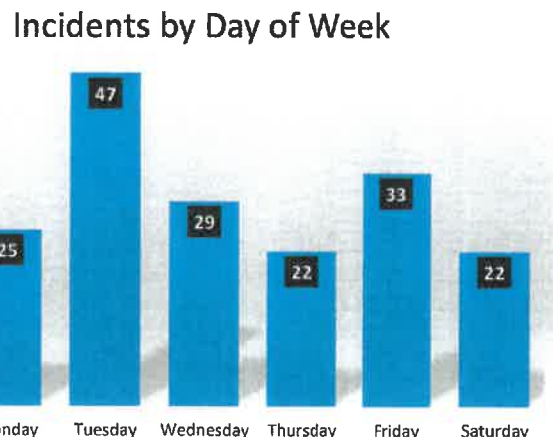
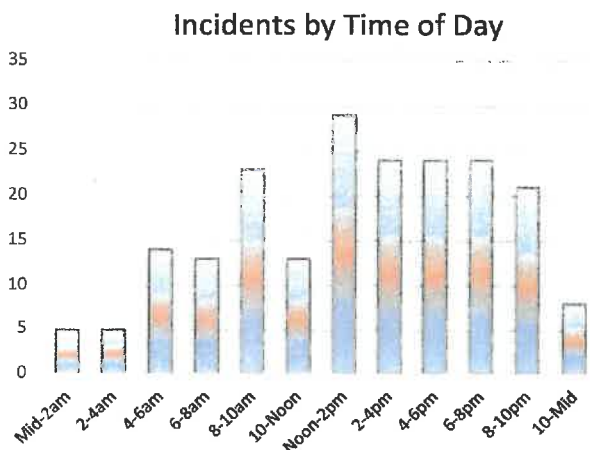
Response by Shift	
A	64
B	67
C	72

Response by Unit								
E15-1	E15-2	E15-3	BR15-1	WT15-1	BC15	CH15	4122	Total
122	93	1	0	2	33	0	10	261

Stacked Calls		This Month	YTD
Incidents		33	33
Percentage		16%	16%

Aid Given/Received		This Month	YTD
Given		24	24
Received		4	4

Homeless Related	
Month	23
YTD	23
	11%

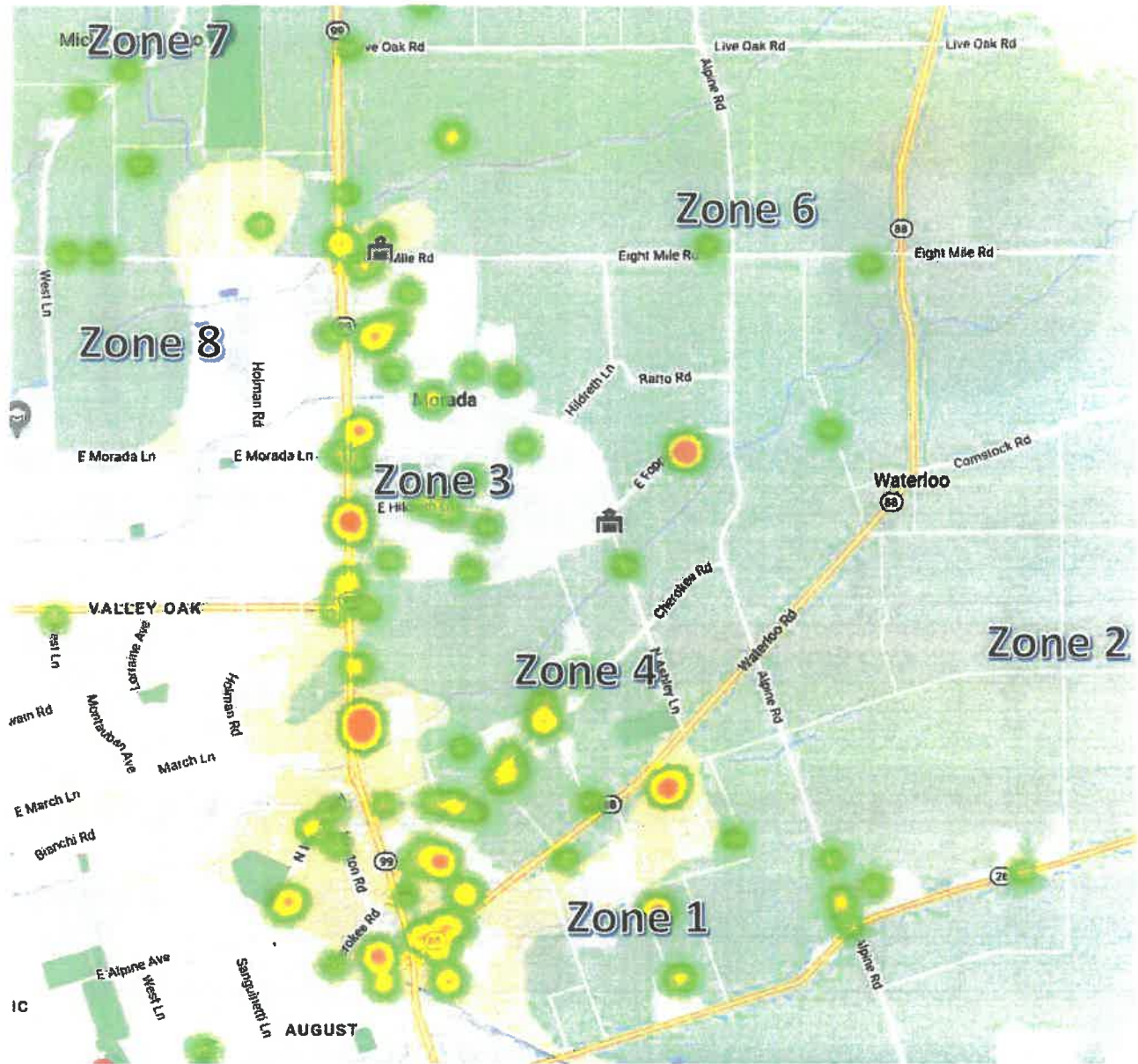


Data collected during calendar year



# WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

January  
2024



## Incident Density Map

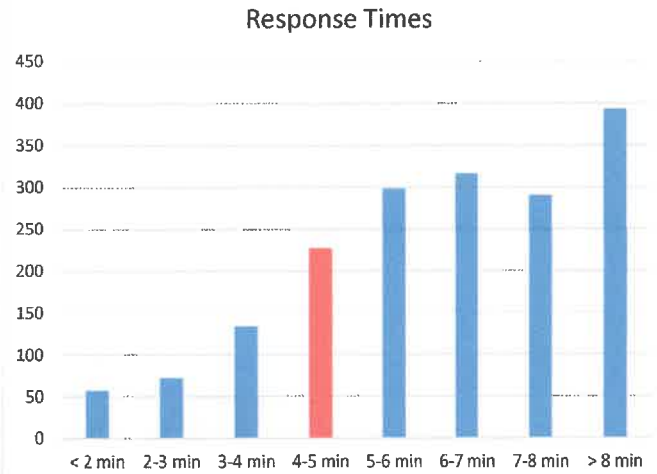
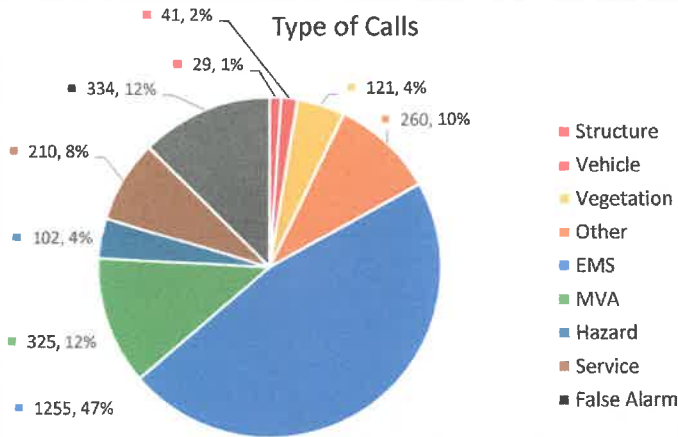
Zone 1	32
Zone 2	6
Zone 3	52
Zone 4	60
Zone 6	15
Zone 7	13
Zone 8	0



# WATERLOO MORADA FIRE DISTRICT ACTIVITY REPORT ANNUAL ACTIVITY REPORT

2023

## EMERGENCY OPERATIONS



Incidents		Annual						
Total Calls :		2677						
Station Incidents		% Per Station						
1	1477	55.2%						
2	1200	44.8%						
Emergency Response - Code 3 Calls Only								
Station	Incidents	Avg Resp Time	Total Inc					
1	1028	6:32	38%					
2	757	6:06	28%					
Response by Unit								
E15-1	E15-2	E15-3	BR15-1	WT15-1	BC15	4122	CH15-1	Total
1429	1356	40	49	50	435	115	10	3484

Prevention		Annual	
Business Inspections	141		
Fire Permits Issued	273		
Public Education	11		
	Children	256	
	Adults	394	
Dollar Loss		Annual	
Property	\$ 3,167,000		
Contents	\$ 101,750		

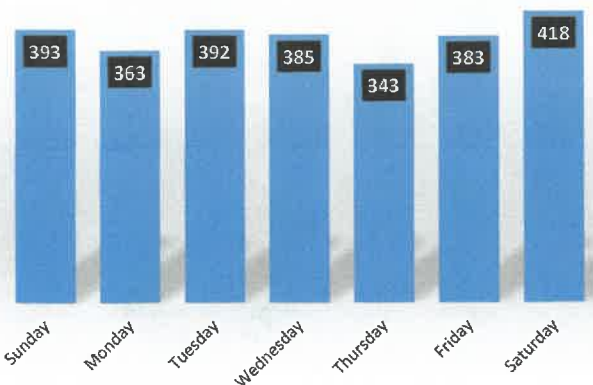
Training	
Annual	5624 hrs
Response by Shift	
A	905
B	892
C	880

Stacked Calls		Annual	
Incidents	691		
Percentage	25%		

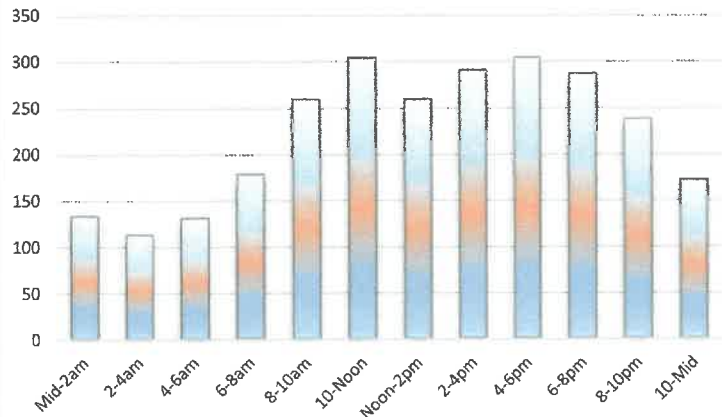
Aid Given/Received		This Month	
Given	472		
Received	163		

Homeless Related	
Annual	323
%	12

### Incidents by Day of Week



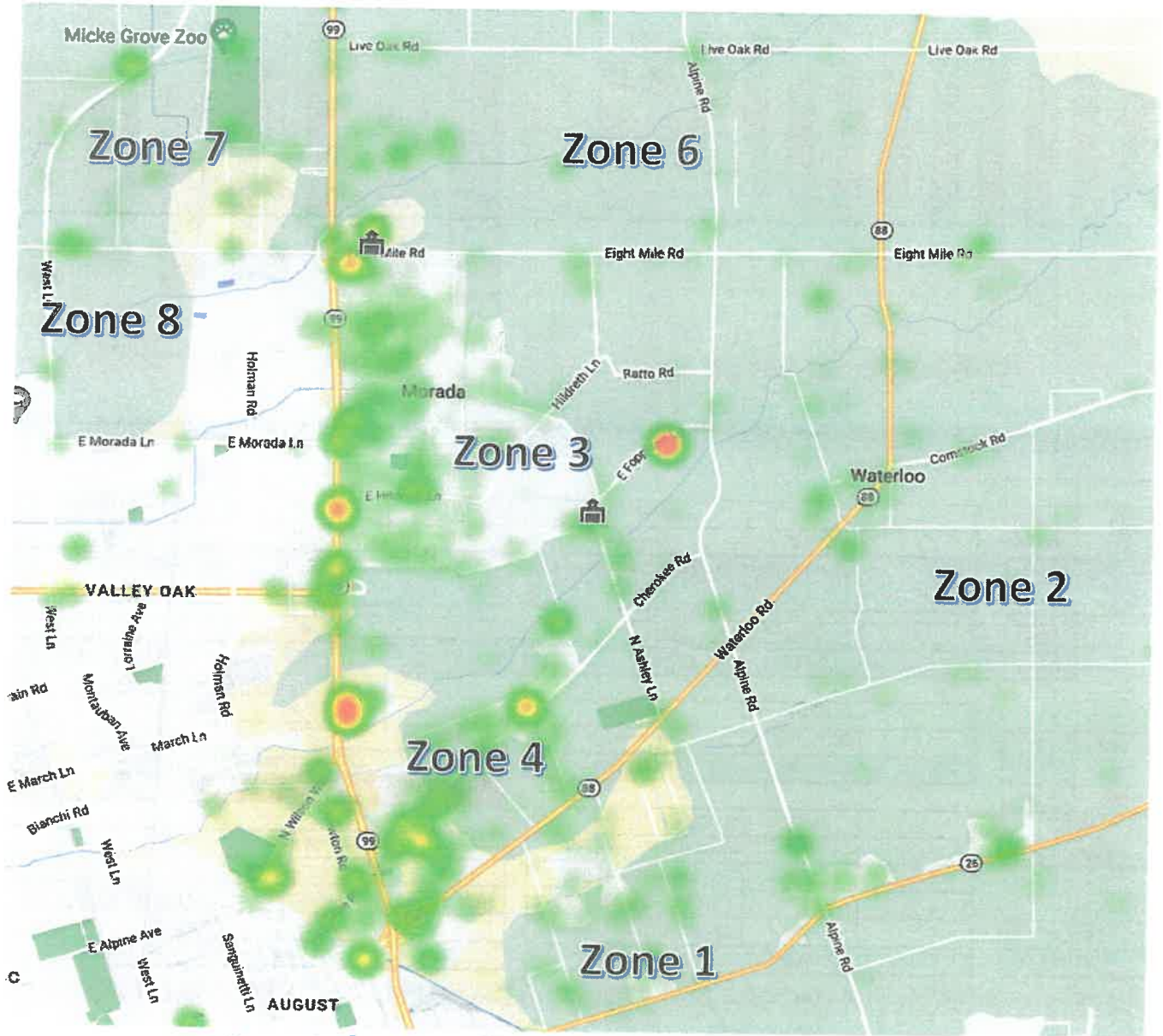
### Incidents by Time of Day





# WATERLOO MORADA FIRE DISTRICT ACTIVITY REPORT ANNUAL ACTIVITY REPORT

2023



## Incident Density Map

Zone 1	287
Zone 2	155
Zone 3	578
Zone 4	716
Zone 6	254
Zone 7	252
Zone 8	8