



WATERLOO MORADA FIRE DISTRICT BOARD OF DIRECTORS

October 13, 2021 Regular Board Meeting @ 7:30 pm

6925 E. Foppiano Lane, Stockton, CA 95212

Teleconference Meeting

In Accordance to Governor Newsome's Executive Order N-25-20

If a member of the public is interested in attending by teleconference, contact fire administration (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

5.1 **AB361 Public Agency Virtual Meetings**

6. CORRESPONDENCE

6.1. SJCCD Application PA-2100196 (TA), PA 2100197 (GP) and PA 2100198 (ZR)

6.2. SJCCD Application PA-2100164 (UP)

6.3. SJCCE Application PA-1900302 (SA,TE)

6.4. Resignation Letter – Michael Nino

6.5. Resignation Letter – Taylor Hodges

6.6. Thank you card– Caldor Fire Residence

6.7. Board of Supervisors – Proclamation “First Responder Appreciation Month”

7. APPROVAL OF MINUTES:

7.1. Board Meeting of September 8, 2021

7.2. Special Board Meeting of September 30, 2021

8. FINANCIAL REPORTS:

8.1. Unpaid Bills by Vendor and Requisition # 4 Approval

8.2. Monthly Summary Report – Review / Discussion

9. OLD BUSINESS:

9.1. RFP Contract Approval

Our Community...Our Priority

10. NEW BUSINESS:

- 10.1 Approval to Surplus Old Engine 2 (2004 HME Type 1 Engine)
- 10.2

11. REPORTS:

- 11.1. Member Reports:
- 11.2. Chief Report
- 11.3. Finance Committee:
(Board Members Ralph Lucchetti, Ryan Haggerty, Fire Administration, Tara Eastwood, Community Member, Board President Clay Titus, Alternate)

12. CLOSED SESSION:

13. FUTURE AGENDA ITEMS/MEETINGS

- 13.1 Directors Open Discussion
- 13.2 REMINDER – November Board Meeting will start at 7:00 pm (Daylight Savings)

14. ADJOURNMENT:



SAN JOAQUIN
—COUNTY—
Greatness grows here.

Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

APPLICATION REFERRAL: Public Hearing

Shortened Review Period:
Response due by October 8, 2021

Project Planners: Jennifer Jolley Phone: (209) 468-8908 FAX: (209) 468-3163 Email: jjolley@sjgov.org
Stephanie Stowers Phone: (209) 468-9653 FAX: (209) 468-3163 Email: sstowers@sjgov.org

The following projects have been filed with this Department: **APPLICATION NUMBERS: PA-2100196 (TA)**
PA-2100197 (GP)
PA-2100198 (ZR)

PROPERTY OWNERS: Multiple Owners

APPLICANT: San Joaquin County
1810 E. Hazelton Ave.
Stockton, CA 95205

PROJECT DESCRIPTION: The project is a combination of General Plan and Development Title Text and Map amendments to address the shortage of truck parking and truck sales locations currently available within San Joaquin County. The project applications are as follows:

- PA-2100196 is a General Plan and Development Title Text Amendment to:
 - Create a new General Plan designation of Agriculture-Industrial (A/I) with policies related to locational criteria, allowed uses, and development standards.
 - Create a new zone of Agriculture-Industrial (AI) for consistency with the new General Plan designation. Development Title Section 9-600.1 and Table 9-605.2 will be amended to include the new Agriculture-Industrial (AI) zone, and will permit all uses currently permitted in the General Agriculture (AG) zone, as well as the following Truck Sales & Services use types: Parking and Sales. These additional uses will be subject to a Site Improvement Plan or Site approval based on specific criteria.
 - Permit additional truck-related uses in the existing General Commercial (C-G) zone. Development Title Table 9-405.2 will be updated to permit the following Truck Sales & Services use types in the General Commercial (C-G) zone: Parking, Cleaning, Repairs and Sales. These truck-related uses will be subject to an approved Site Approval application, and locational criteria added to Development Title Section 9-405.5[h].
 - Note: The ARM (Agricultural Resource Management) zone classification is also being removed with this application because this zone is not designated anywhere in the County and will not be utilized in the future.
- PA-2100197 is a General Plan Map Amendment to amend the General Plan designation of approximately 39 parcels to Agriculture-Industrial (A/I).
- PA-2100198 is a Zone Reclassification to change the zoning of the same parcels to Agriculture-Industrial (AI) for consistency.

The parcels identified by the County as potential sites for the Agriculture-Industrial (A/I) General Plan designation and Agriculture-Industrial (AI) zone meet specific policies and locational criteria outlined in the General Plan and Development Title Text Amendment. These proposed sites can be viewed on the Community Development Department's website at www.sjgov.org/commdev.

The parcels identified as existing General Commercial (C-G) zoned sites with the potential to meet the locational criteria specified in the Development Title Text Amendment can also be viewed on the Community Development Department's website at www.sjgov.org/commdev, as well as the specific General Plan and Development Title Text Amendments.

The above mentioned documents are available via email as well. Please contact the Project Planners to request a copy of the documents.



ENVIRONMENTAL DETERMINATION: This project as described is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), and a Notice of Exemption will be filed if the project is approved.

If approved, this project will change the General Plan designation and zoning of a limited (or specific) number of parcels to an Agriculture-Industrial (AI) General Plan designation and the corresponding Agriculture Industrial (AI) zoning. In addition to the permitted uses in the General Agriculture zone, the change in General Plan designation and zoning will expand the permitted uses to include truck parking and truck sales subject to a land use permit. Ministerial approval of a truck parking and/or truck sales project is limited to truck parking projects with a maximum number of 25 permitted trucks, trailers or combination thereof and truck sales projects with a maximum total square footage of less than 1,000 square feet. Any project that exceeds these thresholds will require a discretionary application that is subject to CEQA. Therefore, approval of the project does not have the potential for causing a significant effect on the environment.

APPLICATION REVIEW: Recommendations and/or comments on these projects must be submitted to the Community Development Department no later than October 8, 2021. Recommendations and/or comments received after that date may not be considered in staff's analysis and/or recommendation to the San Joaquin County Planning Commission for this application.

NOTE TO SURROUNDING PROPERTY OWNERS: These projects will be scheduled for a San Joaquin County Planning Commission hearing. Notification will be provided on the date, time, and place of the public hearing at a later date.

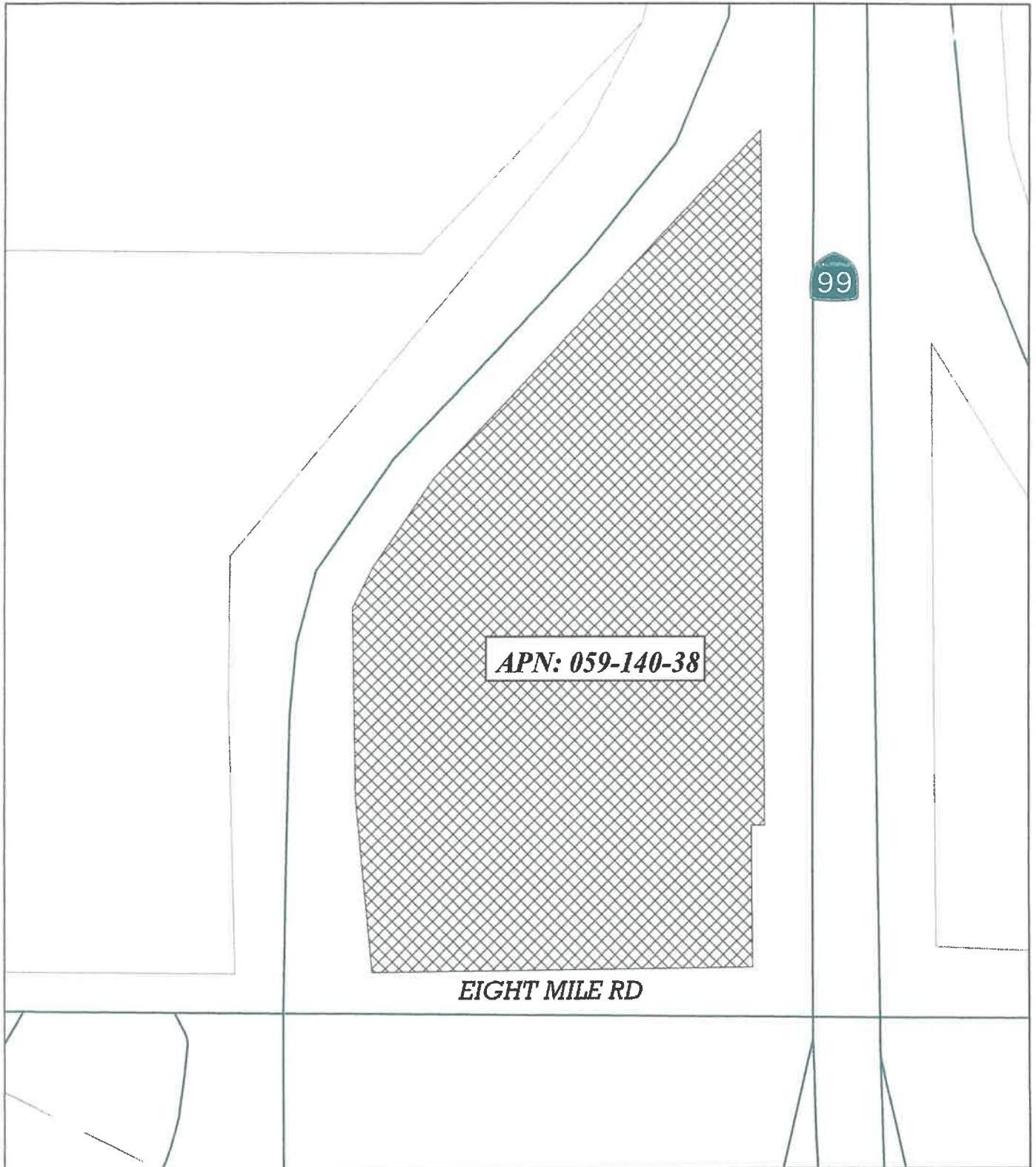
NOTE TO REVIEW AGENCIES: In order to be notified of the San Joaquin County Planning Commission hearing date for these projects, please contact the above noted Project Planner to be placed on the notification list. (Public agencies with recommendations and/or comments on the proposed projects and/or environmental determination will automatically be placed on the notification list.)

AGENCY REFERRALS MAILED ON: September 20, 2021

TO:

- | | | |
|-------------------------------------|------------------------------------|----------------------------------------|
| SJC Board of Supervisors | All Cities | CA Fish & Wildlife Regions: 2 & 3 |
| SJC Agricultural Commissioner | All Fire Districts | CA Native American Heritage Commission |
| SJC Building Division / Plan Check | Air Pollution Control District | Buena Vista Rancheria |
| SJC Code Enforcement | San Joaquin Council of Governments | California Tribal TANF Partnership |
| SJC County Counsel | Caltrans – District 10 | California Valley Miwok Tribe |
| SJC Environmental Health | CA Highway Patrol | North Valley Yokuts Tribe |
| SJC Fire Prevention Bureau | Delta Stewardship Council | United Auburn Indian Community |
| SJC Public Works | CA Dept. of Boating and Water | Farm Bureau |
| SJC Sheriff Communications Director | CA Dept. of Motor Vehicles | |

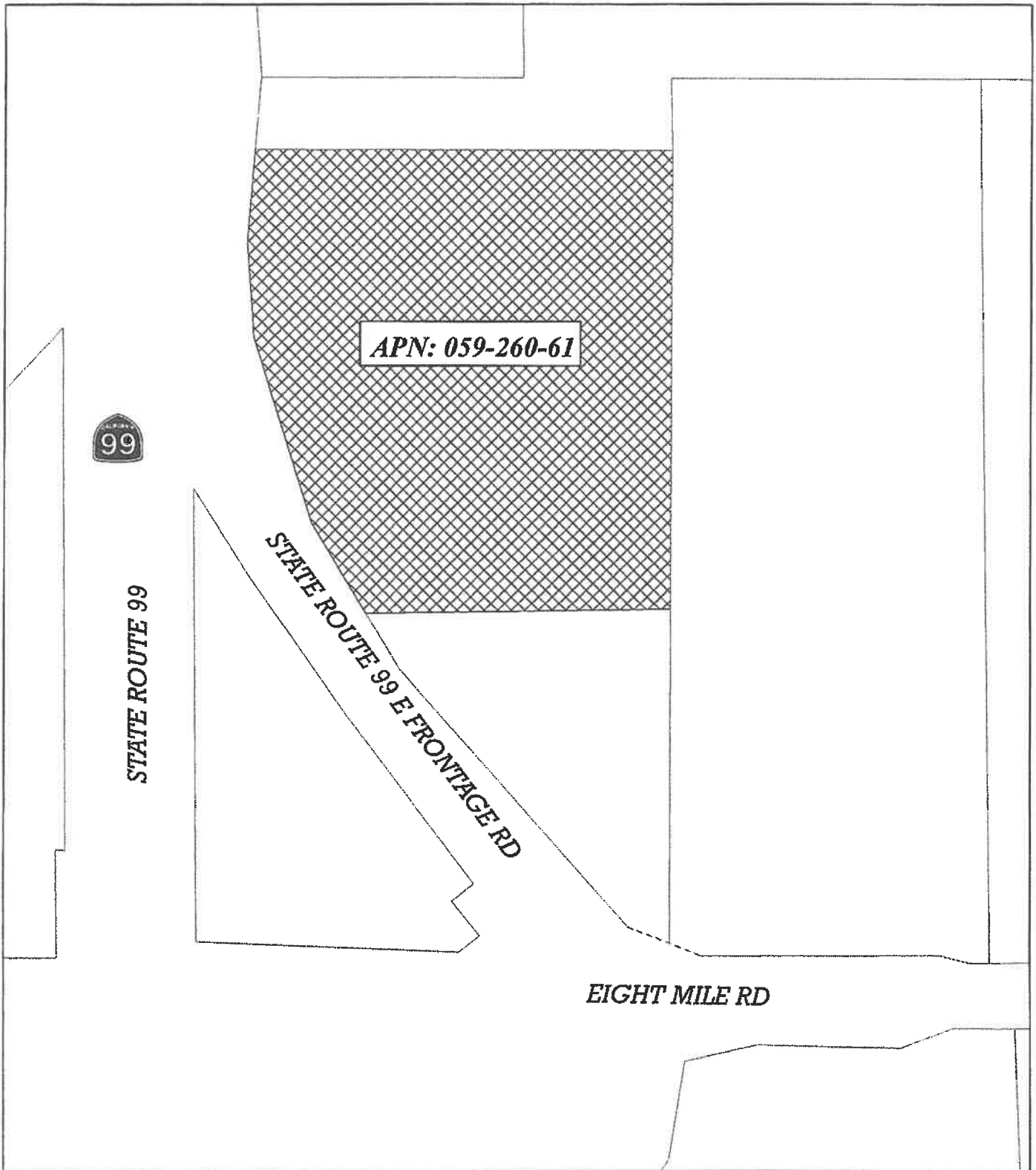
**PROPOSED GENERAL PLAN MAP AMENDMENT
AND ZONE RECLASSIFICATION
APN: 059-140-38**



EXISTING GENERAL PLAN: LIMITED AGRICULTURE (A/L)
PROPOSED GENERAL PLAN: AGRICULTURE INDUSTRIAL (A/I)

EXISTING ZONING: LIMITED AGRICULTURE - 5 ACRES (AL-5)
PROPOSED ZONING: AGRICULTURE INDUSTRIAL (A-I)

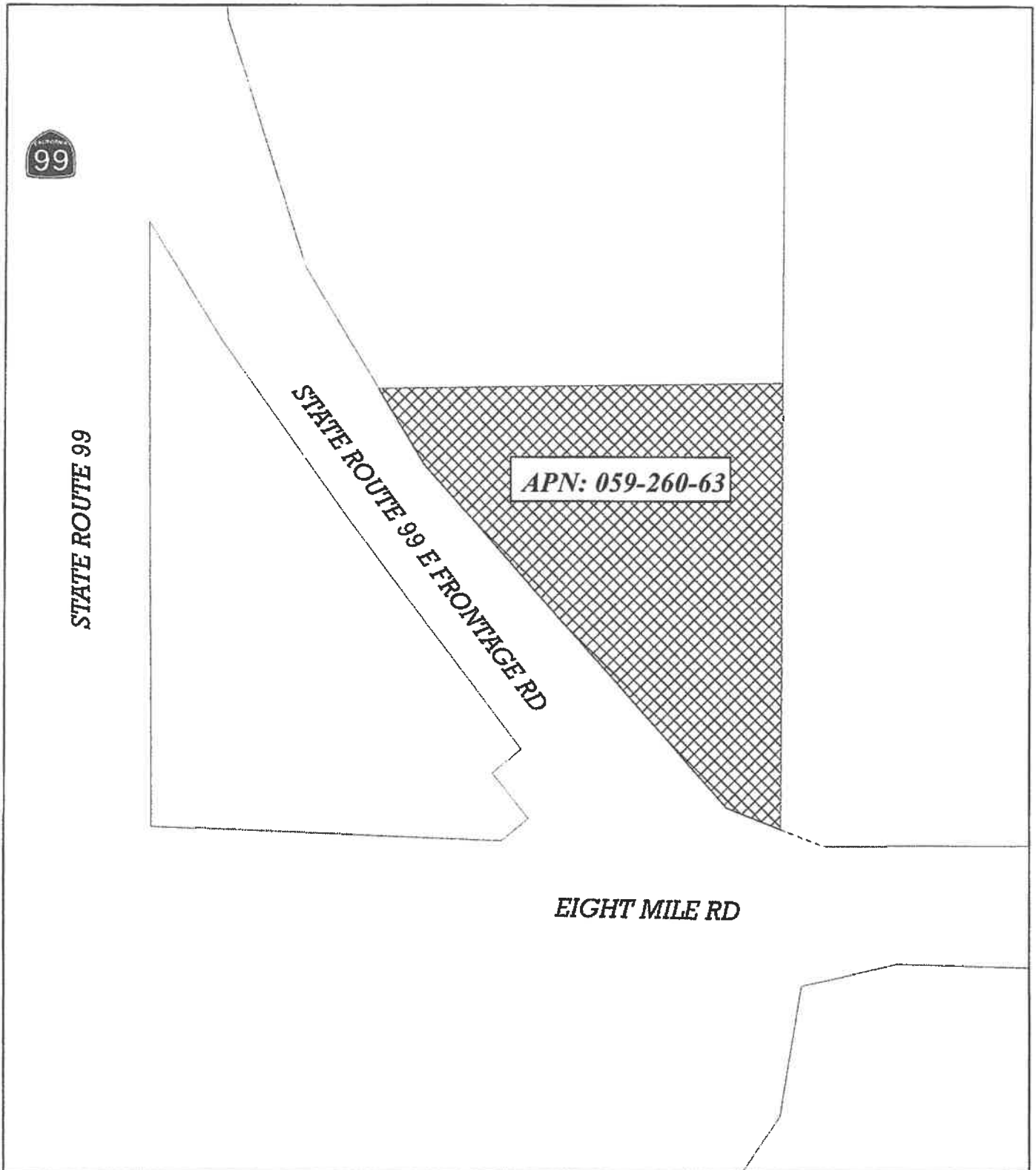
**PROPOSED GENERAL PLAN MAP AMENDMENT
AND ZONE RECLASSIFICATION
APNs: 059-260-61**



EXISTING GENERAL PLAN: FREEWAY SERVICE COMMERCIAL (C/FS)
PROPOSED GENERAL PLAN: AGRICULTURE INDUSTRIAL (A/I)

EXISTING ZONING: GENERAL AGRICULTURE - 40 ACRES (AG-40)
PROPOSED ZONING: AGRICULTURE INDUSTRIAL (A-I)

**PROPOSED GENERAL PLAN MAP AMENDMENT
AND ZONE RECLASSIFICATION
APNs: 059-260-63**

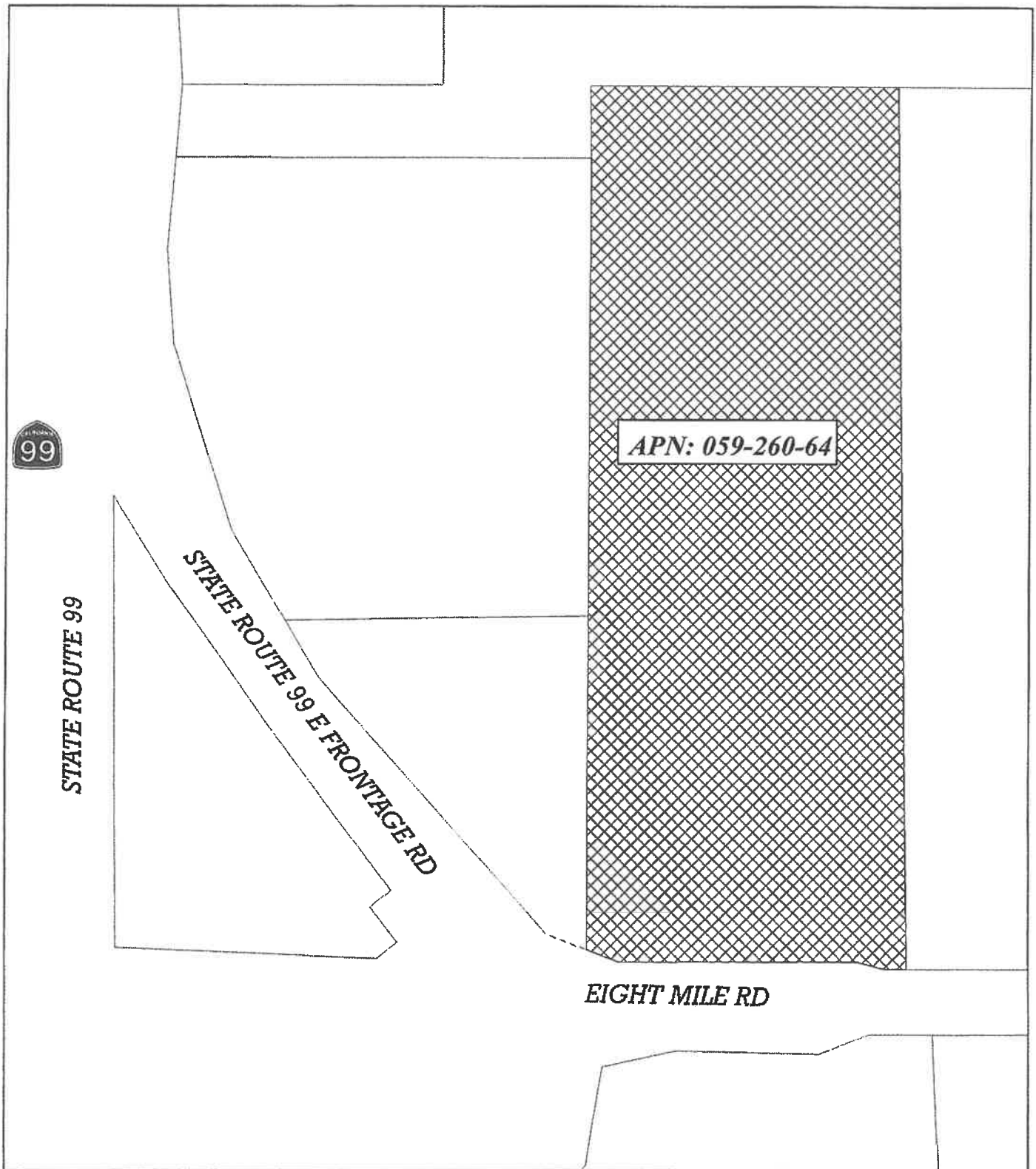


EXISTING GENERAL PLAN: FREEWAY SERVICE COMMERCIAL (C/FS)
PROPOSED GENERAL PLAN: AGRICULTURE INDUSTRIAL (AI)

EXISTING ZONING: GENERAL AGRICULTURE - 40 ACRES (AG-40)
PROPOSED ZONING: AGRICULTURE INDUSTRIAL (A-I)

**PROPOSED GENERAL PLAN MAP AMENDMENT
AND ZONE RECLASSIFICATION**

APNs: 059-260-64



EXISTING GENERAL PLAN: FREEWAY SERVICE COMMERCIAL (C/FS)
PROPOSED GENERAL PLAN: AGRICULTURE INDUSTRIAL (AI)

EXISTING ZONING: GENERAL AGRICULTURE - 40 ACRES (AG-40)
PROPOSED ZONING: AGRICULTURE INDUSTRIAL (A-I)



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Community Development Department

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APPLICATION REFERRAL: Early Consultation Public Hearing

Commercial Cannabis

Project Planner: Alisa Goulart Phone: (209) 468-0222 Fax: (209) 468-3163 Email: alisa.goulart@sjgov.org

The following project has been filed with this Department: **APPLICATION NUMBER: PA-2100164 (UP)**

PROPERTY OWNER:	Jiang's Properties Management, LLC	APPLICANT:	JKL Sunshine, Inc.
	330 Ralston St.		6820 Navone Rd.
	San Francisco, CA 94132		Stockton, CA 95215

PROJECT DESCRIPTION: A Use Permit application for a commercial cannabis cultivation and production facility. The project proposes to convert an existing 7,000-square-foot building; a 13,200-square-foot building; and a 3,930-square-foot building to cannabis cultivation, and convert a 4,720-square-foot building for cannabis distribution. The facility will operate from 4:30 A.M. to 6:00 P.M. in 2 shifts, with 6 to 8 employees per shift. Onsite services will be provided for sewer, water, and storm water retention. This property is not under a Williamson Act Contract.

The Property is zoned AG-40 (General Agriculture, 40-acre minimum) and the General Plan designation is A/G (General Agriculture).

PROJECT LOCATION: The project site is on the south side of E. Navone Rd., 3,390 feet south of E. Fairchild Ln., Stockton. (APN/Address: 101-120-31 / 6820 E. Navone Rd., Stockton) (Supervisory District: 4)

APPLICATION REVIEW: Recommendations and/or comments on this project must be submitted to the Community Development Department no later than October 15, 2021. Recommendations and/or comments received after that date may not be considered in staff's analysis and/or recommendation to the San Joaquin County Planning Commission for this application.

AGENCY REFERRALS MAILED ON: September 17, 2021

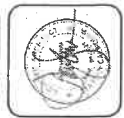
TO:

- | | | |
|-------------------------------------|-----------------------------------------------|--------------------------------|
| SJC Agricultural Commissioner | Waterloo Morada Fire District | California Valley Miwok Tribe |
| SJC Assessor | Air Pollution Control District | Carpenters Union |
| SJC Board of Supervisors | San Joaquin Council of Governments | Farm Bureau |
| SJC Building Division | CA Highway Patrol | Haley Flying Service |
| SJC County Counsel | CA Regional Water Quality Control Board | North Valley Yokuts Tribe |
| SJC Environmental Health | CA Fish & Wildlife Region: 2 | Linden Unified School District |
| SJC Fire Prevention Bureau | CA Food & Agriculture | Precissi Flying Service |
| SJC Mosquito Abatement | CA Native American Heritage Commission | Sierra Club |
| SJC Public Works | United Auburn Indian Community | Buena Vista Rancheria |
| SJC Sheriff Communications Director | Stockton Terminal Railroad & Eastern Railroad | PG&E |
| SJC County Administrator's Office | Federal Emergency Management Agency | Stockton East Water District |
| SJC Supervisor: District 4 | California Tribal TANF Partnership | |

DATE	DESCRIPTION

**SITE PLAN SHEET 2
SUPPLEMENTAL**

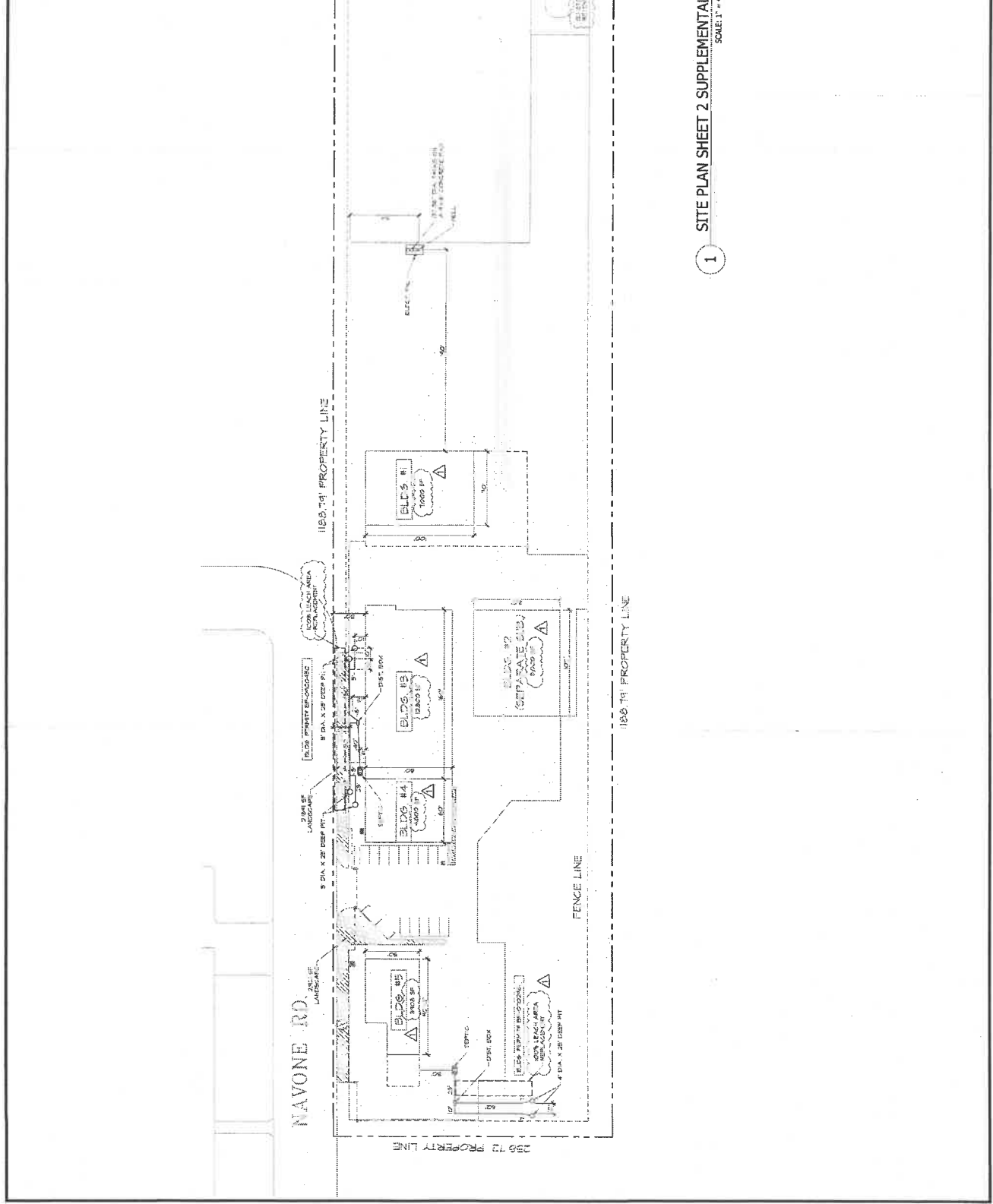
JPM
8820 NAVONE RD
STOCKTON, CA 95205
APN: 101-120-31



Vizcarra Architect
Ph 209-610-6678
VizcarraC@soil.com

City	LAC
Date	07-14-2021
Scale	AS NOTED
Sheet	C1.1

Application received by: _____
Date: _____



1 SITE PLAN SHEET 2, SUPPLEMENTAL
SCALE: 1" = 40'



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Community Development Department

Planning · Building · Code Enforcement · Fire Prevention · GIS

APPLICATION REFERRAL: Early Consultation Staff Review with Notice

Project Planner: John Funderburg Phone: (209) 468-3160 FAX: (209) 468-3163 Email: jfunderburg@sjgov.org

The following project has been filed with this Department: **APPLICATION NUMBER: PA-1900302 (SA, TE)**

PROPERTY OWNER:	Thomas G. & Delores, Pistacchio 7289 N. San Pedro Fresno, CA 93711	APPLICANT:	Dillon and Murphy c/o Joe Murphy P.O. Box 2180 Lodi, CA 95241
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PROJECT DESCRIPTION: A Time Extension application for previously approved Site Approval to expand an existing trailer manufacturing facility in 2 phases over 5 years. Phase 1 is the construction of a 6,400-square-foot metal building for sand blasting trailers with building permits to be issued within 18 months. Phase 2 is the construction of a 36,000-square-foot metal warehouse building for the storage of equipment with building permits to be issued in 60 months. These parcels are not under a Williamson Act Contract. Parcel numbers 087-100-81 and 087-100-82 will be merged into 1 parcel. With the original approval, building permits for Phase 1 improvements were to be issued within 18 months, and building permits for Phase 2 were to be issued within 5 years. If approved, this time extension will extend the entire project by 1 year, with 30 months to obtain building permits for Phase 1 improvements, and 6 years to obtain building permits for Phase 2 improvements. The new Phase 1 expiration date will be September 21, 2022, and the new Phase 2 expiration date will be March 22, 2026.

The Property is zoned I-L (Limited Industrial) and the General Plan designation is I/L (Limited Industrial).

PROJECT LOCATION: The project site is on the north side of E. Waterloo Rd. and the east side of N. Cherryland Ave., Stockton. (APN/Address: 087-100-81 & -82 / 4907 E. State Route 88, Stockton) (Supervisory District: 4)

APPLICATION REVIEW: Recommendations and/or comments on this project must be submitted to the Community Development Department no later than October 15, 2021. Recommendations and/or comments received after that date may not be considered in staff's analysis.

AGENCY REFERRALS MAILED ON: September 17, 2021

- TO:**
- | | | |
|-------------------------------------|-----------------------------------------|------------------------------------|
| SJC Assessor | SJC Supervisor: District 4 | PG&E |
| SJC Building Division | Air Pollution Control District | Sierra Club |
| SJC Environmental Health | San Joaquin Council of Governments | US Fish & Wildlife |
| SJC Fire Prevention Bureau | Caltrans – District 10 | US Army Corps |
| SJC Mosquito Abatement | CA Highway Patrol | California Tribal TANF Partnership |
| SJC Public Works | CA Regional Water Quality Control Board | California Valley Miwok Tribe |
| SJC Sheriff Communications Director | Central Valley Flood Protection Board | Carpenters Union |
| City of Stockton | CA Fish & Wildlife Region: 2 | Haley Flying Service |
| Linden Unified School District | CA Native American Heritage Commission | North Valley Yokuts Tribe |
| Waterloo-Morada Fire District | Stockton East Water District | United Auburn Indian Community |
| Precissi Flying Service | Federal Emergency Management Agency | Buena Vista Rancheria |

September 14, 2021

Michael Nino

Dear Board of Directors and Chief Walder,

With this letter I wish to inform you that I will be resigning from my position as firefighter Engineer with Waterloo Morada Fire District effective immediately. Please accept my sincere gratitude for eighteen years of service as well as the past two years that I have been dealing with an injury. Unfortunately, my case for disability retirement was denied and now I must move on to a new chapter in my life.

Again, thank you so much for the opportunity you gave me to be a part of this great fire district. I will always have fond memories of my time here.

Sincerely,

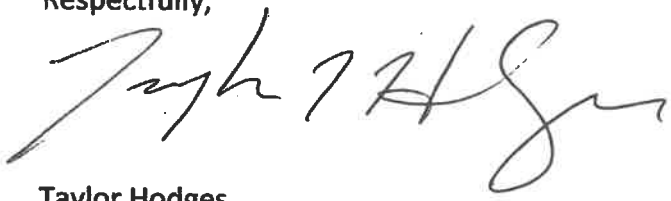


Michael Nino

Dear Chief Walder,

I would like to notify you that I am resigning from my position as Probationary Firefighter at the Waterloo-Morada Fire Protection District effective September 22, 2021. I am grateful for all your support during my tenure here and sincerely appreciate the valuable experiences I have gained. My decision to resign on short notice was not taken lightly. After further personal reflection and discussions with my family I feel this is the best decision for me to prepare for my upcoming academy with the City of Stockton Fire Department. I appreciate your patience, understanding, and accommodations during this whole process as I realize it has not been ideal. I wish everyone at the department the best and will always value my time spent there and know it has made me a more knowledgeable firefighter. I will be forever grateful.

Respectfully,



Taylor Hodges

Dear Waterloo Morada F.D

Caldor Fire responders

SACRAMENTO CA 957

Thinking of you



I don't have the words to express

13 SEP 2021 PM 3 E

my deep appreciation and admiration for the hard work completed during the Caldor fire. Each of you made a difference to our wildlife, habitats, homes, and to the soul of our community - the Sierra Mountains. You truly are superheroes!

Thank-you so very much!
Stay safe!

Debbie Katz

Caldor Fire Responders
Waterloo Morada F.D.
6925 Foppiano Ln.
Stockton, CA 95212

95212-94125 Placerville

Caldor fire

Thank you for assisting
in saving our home.

You are awesome.

Mrs Whitehall
1539 Mink St



WATERLOO MORADA FIRE DISTRICT

Board of Directors

September 8, 2021, Regular Board Meeting @ 7:30 pm

6925 E. Foppiano Lane, Stockton CA 95212

Teleconference Meeting

In Accordance to Governor Newsome's Executive Order N-25-20

1. **Meeting Called to Order –7:30 pm**
Announcement of Meeting Recorded
Roll Call/ Members Present: Clay Titus, Ryan Haggerty, John Baker, Ralph Lucchetti and Ryan Gresham
Board Members Present via Teleconference:
Absent:
Board Members or Others Present on Teleconference:
Also Present are: Chief Walder, Admin. Secretary Yolanda Palermo, Battalion Chief Culbertson and Captain Harnage
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 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)**
6. **Correspondence**
7. **Approval of Minutes**
7.1 Regular Meeting August 11, 2021
Motion to approve Board Meeting Minutes of August 11, 2021, by Ryan Gresham
Second: John Baker
Vote: Motion approved 4/1 – Director Haggerty Abstain.
8. **Financial Reports**
8.1 Unpaid Bills Requisition # 3
Motion to approve Unpaid Bills by Ryan Haggerty
Second: Ryan Gresham
Vote: 5/0 approved
8.2 Monthly Summary Report – Reviewed
9. **Old Business**
10. **New Business**
10.1 Adopt Final Budget for Fiscal Year 2021/2022
Motion to approve Final Budget for FY 2021/2022 by Ralph Lucchetti
Second: Ryan Haggerty
Vote by Roll Call to approve: Ryan Haggerty, Ryan Gresham, John Baker, Ralph Lucchetti and Clay Titus
10.2 Incident – Gate Damage – Fire call.
Motion by Ryan Haggerty to pay Mr. Harada, \$1500.00 for repairs to his Gate that was damaged.
Second: Ryan Gresham
Vote: 5/0 approved
- 10 **Reports:**
10.2 Member Report

September 8, 2021

10.3 Chief Report**Significant Incidents Events**

- Incidents for August 249, YTD 1971
- Homeless Related Calls for the month of August 58, YTD 481
- OG Packing – Pallet Fire, Significant Mutual Aid response, crews faced with tremendous amount of fire and fuel load with a limited water supply.
- Commercial Fire off of Cherryland, significant fire attack with high value save
- E 15-3 was deployed to the Caldor incident for two weeks
- OES-4122 is currently deployed to the Dixie Fire, the engine has been out 26 days and current crew has been deployed five days.
- Chief Harper has been deployed for seven days to the Caldor Incident as a Strike team Leader Trainee.
- Administration has been working on web site to meet as many requirements of the Grand Jury Report as possible.
- Director Gresham rode along with Engine 2 yesterday
- Administration and other fire agencies within the county are watching what's going on with the mandate in Sacramento regarding Covid-19 vaccination.

•

Training

- Rescue Task Force Training – Table tops at the Linden School District and the Active Shooter training with the Sheriff's Department. BC Byous and Captain Vitz have been the driving force behind getting this mandated.

Prevention/ Public Education

- Subject to Covid-19 – Trunk or Treat tentative October 17.
- Santa Cruise Event will be planned this year with Engineer Megan Brady

Facilities

- Station 2 Electrical – TBA
- RFP – CIP Committee reviewed both proposals , Interviews were held last week with both contractors, questions were formulated by CIP Committee for each contractor
- RFP closed today at 2 pm , Two (2) proposals were received

Apparatus

- New Engine 2 has been placed in service and in a couple of weeks, will go back to Hi-Tech for punch list of items to be fixed.

Administration

- Chief Attended the JRUG Doc meeting – worked on policy for borderline calls
- Met with County Fire District Chiefs
- SJCFCFA was in Woodbridge this month working on Regional Grant with Linden
- Command Staff meeting yesterday
- Attended the SJCFCFA EMS Committee Meeting

12. Closed Session**13. Board Open Discussion****Meeting Adjourned: 9:07 pm**

Board of Director
Waterloo Morada Fire District

WATERLOO MORADA FIRE DISTRICT

Board of Directors

September 30, 2021, Special Board Meeting @ 6:00 pm

6925 E. Foppiano Lane, Stockton CA 95212

Teleconference Meeting

In Accordance to Governor Newsome's Executive Order N-25-20

1. **Meeting Called to Order –6:00 pm**
Announcement of Meeting Recorded
Roll Call/ Members Present: Clay Titus, Ryan Haggerty, Ralph Lucchetti and Ryan Gresham
Board Members Present via Teleconference: John Baker
Absent:
Board Members or Others Present on Teleconference:
Also Present are: Chief Walder, Admin. Secretary Yolanda Palermo, Battalion Chief Harper, Captain Smithhart, Captain Culbertson, Engineer Lebed. Guest Joe Murphy
2. **Pledge of Allegiance:** Battalion Chief Culbertson
3. **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

4. **New Business:**
 - 4.1 **AB361 Public Agency Virtual Meetings**
 Motion made by Ralph Lucchetti to above AB61
 Second: Ryan Haggerty
 Unanimous Approval: 5/0
 - 4.2 **RFP- Proposals and CIP Committee Report/Recommendations.**
 - RFP Timeline to Date: Waterloo Morada Fire District Apparatus Bay / Office Project CIP Committee RFP/Presentation.
 - CIP Committee RFP Review Results (Scoring Proposals)
 - CIP challenges were trying to get cut sheets and comparisons (apples to apples) Roll Up doors were one of the main items that had a big discrepancies in price
 - CIP Committee found that Diede's Bid was closer to what the RFP called for, opposed to Robbelen bid had items that maybe were on the higher end.
 - As far as creativity and innovation Robbelen hit the ball out of the Park from the design and expanded upon the RFP to include items that were not asked for. Robbelen's response to questions and interviews were better. Whereas Diede pretty much designed a square box, with the knowledge that would change once the district meets with them.
 - Contractors were rated on the following category: Personnel, Approach to providing the requested scope of Services, Price Proposal and Innovative and or Creativity.
 - Overall Score : Robbelen scored 90.02 % and Diede scored 85.86 %
 - Difference in price of \$280,055 – Diede is the lowest bid of \$1,305,500
 - Board President Clay Titus recognized the proposals were 25% higher than original anticipated, could be due to material cost and or overhead cost (staffing). Clay believes that if the project was of a higher magnitude, than Robbelen would be his pick for the project, but the District project is not of that magnitude.
 - Board Members John Baker and Joe Murphy had some concerns with lowest bid and potential for Change Order (s). Joe Murphy asked both Contractors ,What would cause a change order ?, response from Diede was that it would be owner driven, Robbelen believed that they couldn't see a change order , unless it was

September 30, 2021

- due to an unforeseen reason, i.e. burial site. There is also a contingency cost in the contract.
- Contract is at 180 days and if District doesn't act quick enough it's a possibility that contingency could be Used up on increase prices.
- Chief Walder recommended that Kevin Moran be the Project Manager for the District, Joe Murphy agrees.
- Chief Walder will also extend the Use Permit at San Joaquin County Community Development, as the current permit is going to expire in November.
- Finance of Station 2 Option were presented to the Board – WMFD Long Term Facilities Maintenance Plan 2021/2022
- This Fiscal Year the district will move \$200,000 into Facilities /Apparatus Fund
- Director Ryan Gresham recommended the district look at potential equity at Station 2 and or refinance, can the district get a better rate and a 15 year loan?
- President Titus, does not believe that postponing this project for a year, is to any benefit to the District, he only sees cost continue to rise. Director Baker agrees that we need to continue this project as promised to the community.
- Director Ralph Lucchetti, questioned removing one of the bays for cost savings. Joe Murphy nor Clay Titus believe this would be a cost savings, and then come back and try to retro fit the additional bay later on. Changing the design also would be of a safety concern for location of Office / Bathrooms to the Public.
- Chief Walder will send Contract to Legal for review and opinion.

Motion made by Director Ryan Gresham to explore inclusive contract negotiation for terms, to Diede Construction.

Second: John Baker

Vote to approve motion by Roll Call: Ralph Lucchetti, Ryan Haggerty, Clay Titus, Ryan Gresham and John Baker.

Meeting Adjourned: 7:43 pm

Board of Director
Waterloo Morada Fire District

4:03 PM
10/04/21

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

Type	Date	Num	Due Date	Open Balance
Alhambra				
Bill	10/5/2021		10/5/2021	263.00
Total Alhambra				263.00
American System Controls II, Inc				
Bill	10/5/2021		10/5/2021	8,516.25
Total American System Controls II, Inc				8,516.25
AT&T - CALNET 3				
Bill	10/5/2021		10/5/2021	110.10
Total AT&T - CALNET 3				110.10
AT&T Line 2				
Bill	10/5/2021		10/5/2021	76.61
Total AT&T Line 2				76.61
Battery Bill, Inc				
Bill	10/5/2021		10/5/2021	244.23
Total Battery Bill, Inc				244.23
Brannon Tire				
Bill	10/5/2021		10/5/2021	1,029.17
Total Brannon Tire				1,029.17
California Choice				
Bill	10/5/2021		10/5/2021	18,759.62
Total California Choice				18,759.62
Chase Chevrolet				
Bill	10/5/2021		10/5/2021	195.35
Total Chase Chevrolet				195.35
DeLage Landen Financial Services, Inc.				
Bill	10/5/2021		10/5/2021	112.46
Total DeLage Landen Financial Services, Inc.				112.46
Delta Dental Client Services				
Bill	10/5/2021		10/5/2021	2,353.40
Total Delta Dental Client Services				2,353.40
Energy Systems				
Bill	10/5/2021		10/5/2021	571.89
Total Energy Systems				571.89
Fire Agencies Self Insurance System				
Bill	10/5/2021		10/5/2021	38,255.00
Total Fire Agencies Self Insurance System				38,255.00
Firefighters of San Joaquin / Local 1243				
Bill	10/5/2021		10/5/2021	877.04
Total Firefighters of San Joaquin / Local 1243				877.04
Flyers				
Bill	10/5/2021		10/5/2021	1,077.32
Total Flyers				1,077.32
Joint Radio User Group				
Bill	10/5/2021		10/5/2021	6,493.44
Total Joint Radio User Group				6,493.44
L.N. Curtis & Sons				
Bill	10/5/2021		10/5/2021	239.21
Total L.N. Curtis & Sons				239.21
Lawn Fix Inc.				
Bill	10/5/2021		10/5/2021	405.84
Total Lawn Fix Inc.				405.84

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10/04/21

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

Type	Date	Num	Due Date	Open Balance
Life-Assist, Inc.				
Bill	10/5/2021		10/5/2021	867.74
Total Life-Assist, Inc.				867.74
Mission Linen Supply				
Bill	10/5/2021		10/5/2021	168.91
Bill	10/5/2021		10/5/2021	106.66
Total Mission Linen Supply				275.57
Santander Leasing				
Bill	10/5/2021		10/5/2021	115,803.08
Total Santander Leasing				115,803.08
U.S. Bank Corporate Payment System				
Bill	10/5/2021		10/5/2021	4,991.13
Total U.S. Bank Corporate Payment System				4,991.13
WMFF Association				
Bill	10/5/2021		10/5/2021	380.00
Total WMFF Association				380.00
TOTAL				201,897.45

A/P Prior to Board Meetings

Waterloo Morada Rural County Fire Protection District

8.1

10/4/2021 4:37 PM

Register: Unrestricted-Undesignated:101 · F & M Checking-General

From 09/09/2021 through 10/05/2021

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/09/2021	7121	Comcast	2000 · *Accounts Paya...	815560068045...	149.78			99,123.89
09/09/2021	7122	Comcast*	2000 · *Accounts Paya...	815560068080...	165.51			98,958.38
09/09/2021	7123	DeLage Landen Fina...	2000 · *Accounts Paya...	Invoice 736094...	107.10			98,851.28
09/09/2021	7124	Kingsley Bogard LLP	2000 · *Accounts Paya...	Invoice 26556	723.13			98,128.15
09/09/2021	7125	Pathian Administrators	2000 · *Accounts Paya...	210121	169.74			97,958.41
09/09/2021	7126	Roy Harada	2000 · *Accounts Paya...	Gate - Incident	1,500.00			96,458.41
09/13/2021	7127	California Waste Rec...	2000 · *Accounts Paya...	01-4746 3	265.25			96,193.16
09/13/2021	7128	California Waste Rec...	2000 · *Accounts Paya...	01-0040982	260.24			95,932.92
09/13/2021	7129	Ellsworth, Rodney	2000 · *Accounts Paya...	DMV	80.00			95,852.92
09/20/2021	7130	Castanon, Stephen	2000 · *Accounts Paya...	Company Offic...	425.00			95,427.92
09/20/2021	7131	Kesselman, John *	2000 · *Accounts Paya...	Reimbursement...	80.00			95,347.92
09/20/2021	7132	Pacific Gas & Electri...	2000 · *Accounts Paya...	8928861230-5	651.76			94,696.16
09/27/2021	7133	Culbertson, Kevin	2000 · *Accounts Paya...	Reimbursement...	57.84			94,638.32
09/27/2021	7134	Harper, Jason	2000 · *Accounts Paya...	Reimbursement	662.10			93,976.22
09/28/2021			Unrestricted-Undesign...	Funds Transfer...			34,998.00	128,974.22
09/30/2021	7135	Trent, Frank	2000 · *Accounts Paya...	Uniform Reimb...	600.00			128,374.22
10/05/2021	7136	Business Office Syst...	2000 · *Accounts Paya...	902138	138.81			128,235.41
10/05/2021	7137	Hunt & Sons, Inc	2000 · *Accounts Paya...	28393	2,293.14			125,942.27
10/05/2021	7138	L & M Sharpening I...	2000 · *Accounts Paya...	Invoice 1432	42.00			125,900.27
10/05/2021	7139	O'Reillys Auto Parts	2000 · *Accounts Paya...	Customer 1862...	416.61			125,483.66
10/05/2021	7140	Pacific Gas & Electri...	2000 · *Accounts Paya...	8928861230-5	1,820.45			123,663.21
10/05/2021	7141	Parker, Michael P.	2000 · *Accounts Paya...	Uniform Reimb...	75.00			123,588.21
10/05/2021	7142	Terminix International	2000 · *Accounts Paya...	566259 / 648357	105.00			123,483.21
10/05/2021	7143	Trent, Frank	2000 · *Accounts Paya...	Reimbursement...	27.50			123,455.71

0

0**

0**

149.78+

165.51+

107.10+

723.13+

169.74+

1,500.00+

265.55+

260.24+

80.00+

425.00+

80.00+

651.76+

57.84+

662.10+

600.00+

138.81+

2,293.14+

42.00+

416.61+

1,820.45+

75.00+

105.00+

27.50+

10,816.26*

023

Per Board Approval on:
 October 13, 2021 Board Meeting

Requisition # 4

8.1
 Waterloo Morada Fire District
 6925 E. Foppiano Lane
 Stockton, CA 95212
 209 931-3107
 Fire Chief Eric Walder
 ypalermo@wmfire.org

PAYABLE	ADDRESS	FUND ACCT	AMOUNT	CHECK	DESCRIPTION
Waterloo Morada Fire Protection District	6925 E. Foppiano Lane Stockton, CA 95212	49701-6238000000	\$77,578.12		General Expenditures
Total : 49701					Unpaid Bills Detail Report
Waterloo Morada Fire Protection District	6925 E. Foppiano Lane Stockton, CA 95212	49701-6238000000	\$10,816.26		General Expenditures
Total: 49701		TOTAL	\$88,394.38		Bills Pd. Prior to Meeting

Approved: _____

Approved: _____



Waterloo Morada Fire District Monthly Summary Report 2021-2022

Budget Year Left

83%

Today's Date

10/5/21

EXPENDITURES - General		General Budget Amt	Reserve / Restricted	Total Budget	Balance	% Bal Left of Total Budget
PERSONNEL						
510	SALARIES - REGULAR/A13-15, A2Q	\$ 1,497,507		\$ 1,497,507	\$ 1,036,858	69%
511	SALARIES - OVERTIME- FLSA-ATO	\$ 243,245		\$ 243,245	\$146,261	60%
515	SALARIES - EXTRA HELP - PART TIME	\$ 42,580		\$ 42,580	\$31,791	75%
SJCO	RETIREMENT - EMPLOYER SHARE	\$ 1,302,511		\$ 1,302,511	\$923,110	71%
530-534	INSURANCE - MEDICAL, DENTAL	\$ 275,441		\$ 275,441	\$197,897	72%
SJCO	SICO PAYROLL OTHER EXPENSES	\$ 215,374		\$ 215,374	\$129,122	60%
VEHICLE & EQUIPMENT						
542	FUEL	\$ 38,000		\$ 38,000	\$ 25,462	67%
546	FIREFIGHTING TOOLS/EXTRICATION	\$ 9,952	\$ 34,998	\$ 44,950	\$ 6,126.79	62%
547	RADIOS	\$ 3,535		\$ 3,535	\$ 2,817	80%
549	SCBA	\$ 6,800		\$ 6,800	\$ 6,561	96%
550	HOSE & NOZZLES		\$ 4,300	\$ 4,300	\$ 4,300	100%
552	EQUIPT MAINTENANCE	\$ 5,000		\$ 5,000	\$ 64	1%
553	VEHICLE MAINTENANCE	\$ 15,000	\$ 15,000	\$ 30,000	\$ 21,263	71%
	Repair				\$ -	
	Maintenance				\$ -	
541	APPARATUS REPLACEMENT PROG./PAYMENTS	\$ 128,241	\$ 130,914	\$ 259,155	\$ 143,352	55%
554	EQUIPMENT CAPITOL OUTLAY	\$ -			\$ -	
616	CLOTHING - SAFETY	\$ 21,365	\$ 19,299	\$ 40,664	\$ 37,415	92%
BUILDINGS & GROUNDS						
561	BUILDING MAINTENANCE	\$ 8,000		\$ 8,000	\$4,385	55%
562	REPAIR OFFICE/LIVING QUARTERS	\$ 5,000		\$ 5,000	\$2,500	50%
564	OFFICE FURNITURE	\$ 2,800		\$ 2,800	\$2,580	92%
569	BUILDING & GROUND CONTINGENCIES	\$ -			\$0	
570	STATION / PROPERTY CAPITOL OUTLAY	\$ 180,000	\$ 92,000	\$ 272,000	\$ 242,191.03	89%
SUPPLIES						
601	OFFICE EQUIPMENT	\$ 2,000		\$ 2,000	\$ 2,000	100%
602	COMPUTER EQUIPMENT	\$ 5,000		\$ 5,000	\$ 3,996	80%
603	ANNUAL SERVICE CONTRACTS	\$ 20,224		\$ 20,224	\$ 16,499	82%
606	OFFICE SUPPLIES	\$ 5,000		\$ 5,000	\$ 4,683	94%
607	POSTAGE	\$ 1,315		\$ 1,315	\$ 1,100	
608	STATION SUPPLIES-CLEAN/MAINT	\$ 5,000		\$ 5,000	\$ 3,584	72%
618	MEDICAL SUPPLIES/EQUIPMENT	\$ 7,200		\$ 7,200	\$ 4,209	58%
625	UTILITIES - ELEC/ GAS/ WATER/GARBAGE/TEL-INT	\$ 45,935		\$ 45,935	\$ 35,468	77%
633	FOOD / WATER	\$ 8,379		\$ 8,379	\$ 4,267	51%
635	FIREFIGHTING FOAM	\$ 1,200		\$ 1,200	\$ 1,200	100%
636	SUPPLIES - CONTINGENCIES	\$ 1,200		\$ 1,200	\$ 1,200	100%
SERVICES						
657	DISPATCHING	\$ 78,000		\$ 78,000	\$ 59,103	76%
658	COMPUTER SUPPORT	\$ 3,780		\$ 3,780	\$ 3,100	82%
665	PHYSICAL EXAMS/EMT RECERT	\$ 7,730		\$ 7,730	\$ 7,143	92%
670	FIRE PREVENTION/PUBLIC EDUCATION		\$ 8,700	\$ 8,700	\$ 8,700	100%
675	EMPLOYEE TRAINING	\$ 16,845	\$ 8,533	\$ 25,378	\$ 25,324	100%
679-1	MEMBERSHIP & CONFERENCES	\$ 14,710			\$ 12,635	86%
690	SERVICE CONTINGENCY	\$ 1,150			\$ 1,150	100%

**WATERLOO MORADA FIRE DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH DIEDE CONSTRUCTION, Inc.
FOR
Fire Station #2 Apparatus Bay/Office**

THIS AGREEMENT is made and entered into this **13th day of October** ("Effective Date"), by and between the **WATERLOO MORADA RURAL COUNTY FIRE PROECTION DISTRICT**, a special district ("District"), and **DIEDE CONSTRUCTION, INC.** a California corporation ("Contractor").

WITNESSETH:

- A. WHEREAS, District proposes to have Contractor provide design-build construction services as more fully described herein; and
- B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, District and Contractor desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of District has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Proposal attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise District of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of District. Contractor agrees to perform all the work to the complete satisfaction of the District and within the hereinafter specified. Evaluations of the work will be done by the District Board or its designee. If the quality of work is not satisfactory, District in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless District from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against District for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that District may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of District. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of District. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by District. District shall grant such authorization if disclosure is required by law. All District data shall be returned to District upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the pricing set forth in Exhibit A. Contractor's total compensation shall in no case exceed **\$1,305,500**. Which includes Alternate "A", Alternate "B" Guaranteed Maximum Price of \$1,242,100.00 and the upgrade of asphalt areas to concrete as listed in submittal of \$63,400.00.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the District or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the District for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to District's sole satisfaction. District shall pay Contractor's invoice within forty-five (45) days from the date District receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to District or its Fire Chief for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of (18 months) unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The District reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor.

The termination of this Agreement shall be deemed effective upon receipt of the Notice of Termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the District.

4.3. Compensation. In the event of termination, District shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of District's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the District or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the District within ten (10) days of delivery of termination notice to Contractor, at no cost to District. Any use of uncompleted documents without specific written authorization from Contractor shall be at District's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Contractor for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the District; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after acceptance and written notice is given to District.
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The District Fire Chief (Project Manager) or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the District, called for by this Agreement, except as otherwise expressly provided in this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. District Fire Chief or his designee shall assume Project Manager to work directly with Contractor in the performance of this Agreement. Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with District during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by District.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

IF TO DISTRICT:

Diede Construction, Inc
San Joaquin County

1293 N 99 Frontage Rd

Lodi, CA 95240

Tel: 209-369-8255

Fax: 209-368-0600

Attn: Brett Diede

Waterloo Morada Rural County Fire

Protection District

6925 E Foppiano Lane

Stockton, CA 95212

Tel: 209-931-3107

Fax: 209-931-6890

Attn: Fire Administration

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in District's Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in District Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by District.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in San Joaquin County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without District's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of District's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the District, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of District. Contractor shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of District. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold District harmless from any and all taxes, assessments, penalties, and interest asserted against District by reason of the

independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold District harmless from any failure of Contractor to comply with the applicable worker's compensation laws. District shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to District from Contractor as a result of Contractor's failure to promptly pay to District any reimbursement or indemnification arising under this paragraph.

6.11. SJCERA Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the San Joaquin County Employees Retirement Association (SJCERA) to be eligible for enrollment in SJCERA as an employee of the District, Contractor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for SJCERA benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in SJCERA as an employee of District and entitlement to any contribution to be paid by District for employer contribution and/or employee contributions for SJCERA benefits.

6.12. Cooperation. In the event any claim or action is brought against District relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which District might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of District. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of District. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of District and without liability or legal exposure to Contractor. District shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from District's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to District any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by District or its authorized representative, at no additional cost to the District.

6.14. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to District may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs District of such trade secret. The District will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The District shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and sub-Contractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and sub-Contractors shall not, without the prior written approval of the District Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or sub-Contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District's representative, regarding any services rendered under this Agreement at no additional cost to District. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to District, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of District and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Contractor will not employ any regular employee of District while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

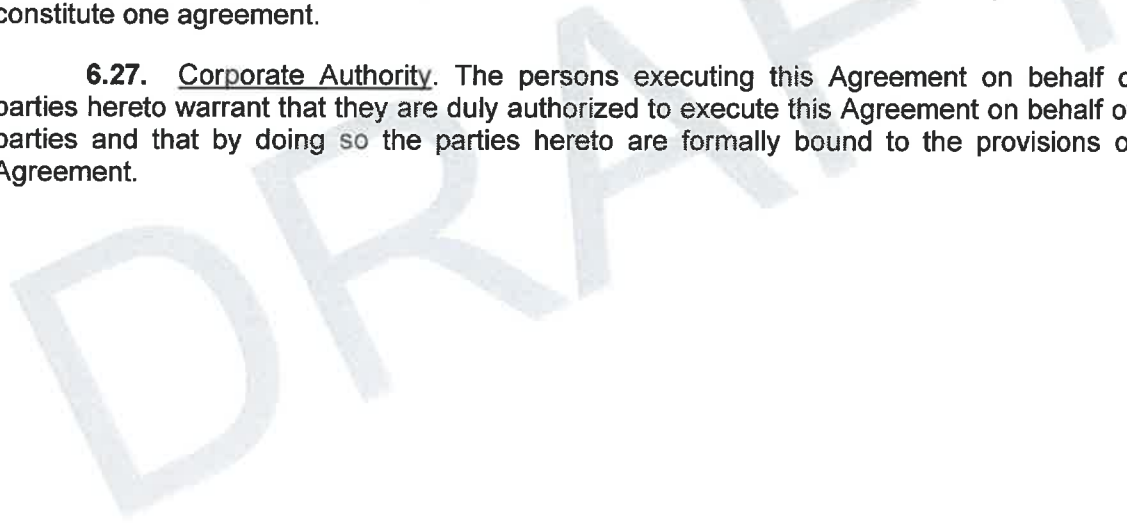
6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

WATERLOO MORADA RURAL COUNTY FIRE PROTECTION DISTRICT
A special district as a public entity established under the laws of the State of California.

Date: _____

Fire Chief

CONTRACTOR

Date: _____

Signature

Name and Title

Social Security or Taxpayer ID Number

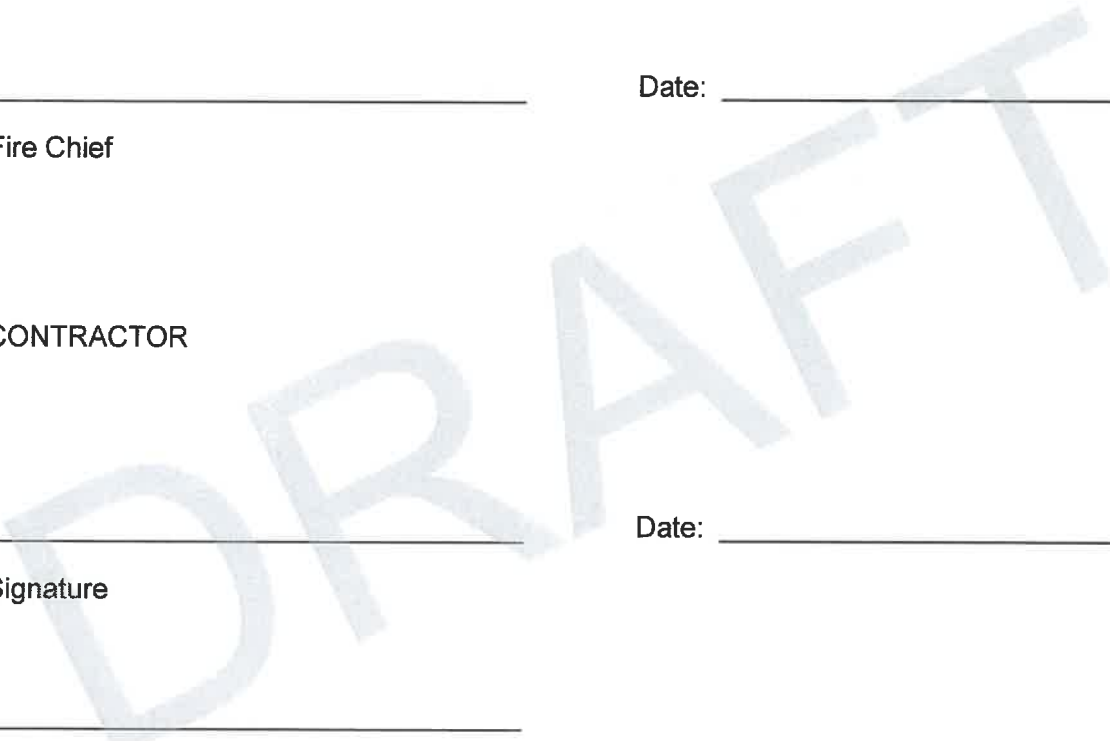


EXHIBIT A

CONTRACTOR'S PROPOSAL

Alternate "A"

Provide complete design build services for a 60' x 40' building as described in this RFP including, but not limited to, all features described in Appendix "H" herein.

\$ 1,010,400.00

Alternate "B"

All site work shown in Exhibit "I" herein including, but not limited to, the Quantity Sheet. The Quantity Sheet is to be used as a general guide but the price is to be all inclusive of the work shown on the referenced plan.

\$ 231,700.00

Guaranteed Maximum Price \$ 1,242,100.00

THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID PRICE. THE DISTRICT RESERVES THE RIGHT TO AWARD ONLY ALTERNATIVE "A" OR TO REJECT ALL BIDS.

This amount shall constitute full compensation for furnishing all labor, materials, apparatus, facilities, transportation, tools, equipment, bonds and insurance for performance of all the work contemplated and embraced in this contract, and for all risks of every description connected with the work, and for well and faithful completing of the work and the whole thereof in the manner and according to the Contract Documents and the requirements of designated District representative.

Discrepancies between the words and numbers will be resolved in favor of the words.

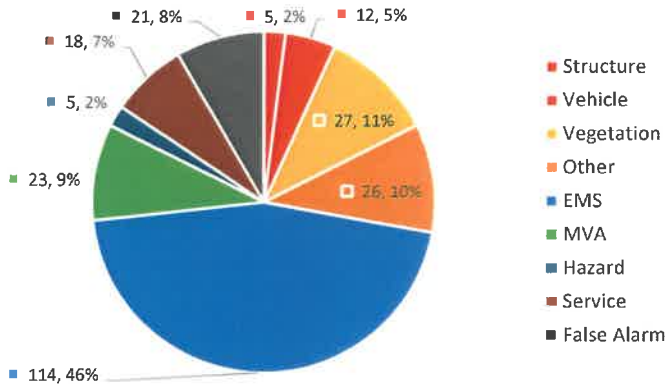


WATERLOO MORADA FIRE DISTRICT MONTHLY ACTIVITY REPORT

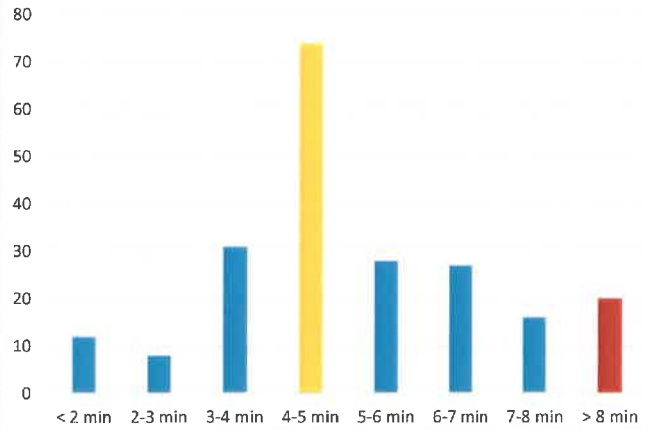
**September
2021**
11.2

EMERGENCY OPERATIONS

Type of Calls



Response Times



Incidents

Month

YTD

251

2222

Emergency Response - Lights and Siren Incidents

Station	Incidents	Avg Resp Time	Total Inc
1	93	5:59	37%
2	71	5:35	28%

Non-Emergency

This Month

YTD

Amount of Responses

29

493

Prevention

Month

YTD

Business Inspections

15

58

Fire Permits Issued

31

156

Public Education

2

4

Children

100+

0

Adults

100+

0

Training

Month **103**

YTD **3562**

Response by Shift

A **99**

B **84**

C **67**

Dollar Loss

Monthly

YTD

Property

\$ 338,600

\$ 575,650

Contents

\$ 36,200

\$ 203,920

Response by Unit

E15-1	E15-2	E15-3	BR15-1	WT15-1	BC15	CH15-1	Total
137	112	32	5		47	2	335

Stacked Calls

This Month

YTD

Incidents

49

513

Percentage

20%

23%

Aid Given/Received

This Month

YTD

Given

32

269

Received

20

154

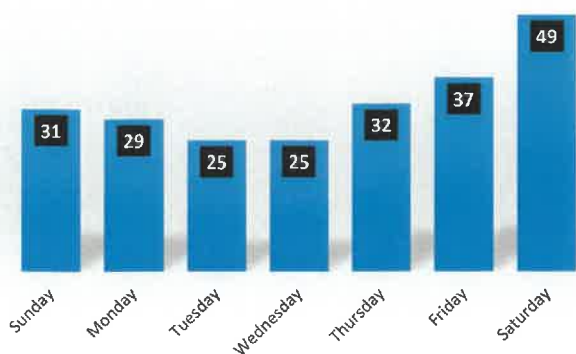
Homeless Related

Month **59**

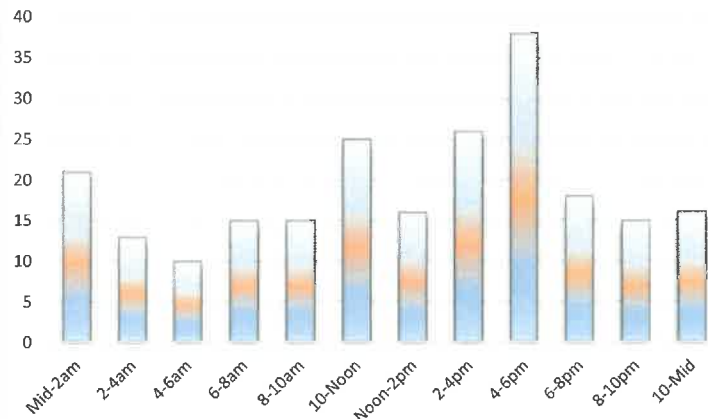
YTD **540**

24%

Incidents by Day of Week



Incidents by Time of Day

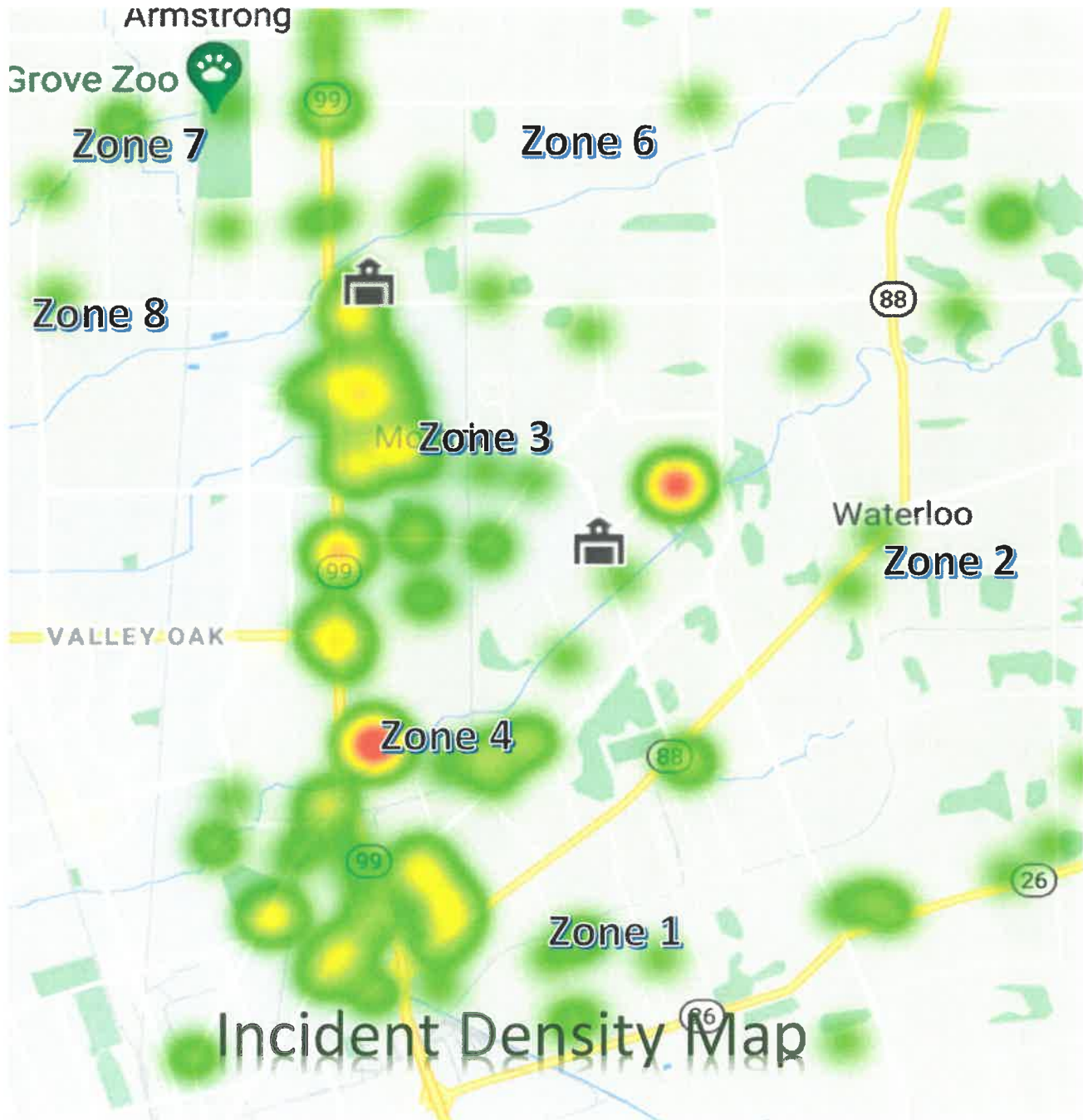




WATERLOO MORADA FIRE DISTRICT
MONTHLY ACTIVITY REPORT

September
2021

11.2



Zone 1	29
Zone 2	14
Zone 3	67
Zone 4	67
Zone 6	33
Zone 7	10
Zone 8	0