

Those persons wishing to speak on any item, whether or not it is included on the agenda, are requested to fill out and submit to the Clerk of the Board a "Request to Speak" form. Thank you.

It is the intention of the Chino Valley Independent Fire District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Chino Valley Independent Fire District will attempt to accommodate you in every reasonable manner. Please contact the Administration Office (909) 902-5260 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the District's Administrative Headquarters, 14011 City Center Drive, Chino Hills, CA 91709.

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Board of Directors Regular Board Meeting

Administrative Headquarters
14011 City Center Drive
Chino Hills, CA 91709

Wednesday, October 9, 2024

5:00 p.m. - Closed Session

6:00 p.m. - Open Session

President Harvey Luth will join via teleconference pursuant to Government Code Section 54953(b) from 407 N Virginia Street, Reno, NV 89501.

AGENDA

ROLL CALL

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Negotiators: Special Legal Counsel John Bakhit, Atkinson Andelson Loya Ruud & Romo; Fire Chief Dave Williams; Human Resources Director Anthony Arroyo; and Finance Director Mark Shaker.

Employee Organizations: Teamsters Local 1932 Non-Safety Unit; and Unrepresented Management, Confidential, and Part-Time employees.

RE-OPEN TO OPEN SESSION

FLAG SALUTE

INVOCATION

Chaplain Adam Houde

PRESENTATIONS/ANNOUNCEMENTS

Presentation by Director Steve Elie of Inland Empire Utilities Agency

Proclamations

Breast Cancer Awareness Month - October 2024

Fire Prevention Week - October 6-12, 2024

Employee Service Awards:

5 Years of Service: Information Technology Specialist Natalie Ceballos

10 Years of Service: Firefighter Paramedic Chris Nelson

Firefighter Paramedic Phil Vasquez

Firefighter Paramedic Casey Viscioni

Engineer Andrew Hubbard

Captain Mark Hughes

Captain Brett Underwood

15 Years of Service: Human Resources Specialist Angelica De La Torre

20 Years of Service: Fire Inspector Edmund Quitevis

Engineer Kyle Colonna

PUBLIC COMMUNICATIONS

This is the time and place for the general Public to address the Board of Directors about subjects that do not appear elsewhere on the agenda. The Public may address items on the agenda at the time addressed by the Board.

Due to Board policy and Brown Act requirements, action may not be taken on any issue not on the agenda. When you address the Board, please state your name and address (optional) prior to making your remarks. Please limit your comments to 3 minutes.

LIAISON REPORTS TO FIRE DISTRICT (County 4th District, City of Chino, City of Chino Hills, Fire Foundation, Fire Safe Council, School District, Inland Empire Utilities Agency)

Suzette Dang, San Bernardino County 4th District

Mayor Pro Tem Karen Comstock, City of Chino

Vice Mayor Art Bennett, City of Chino Hills

President Mark Bozek, Chino Valley Fire Foundation

Chair Charlie Blank, Fire Safe Council

Vice President Jonathan E. Monroe, Chino Valley Unified School District

Director Steven Elie, Inland Empire Utilities Agency

CONSENT CALENDAR

1. MINUTES

Minutes - September 25, 2024 Special Meeting

2. MONTHLY DISTRICT REPORT

Monthly District Report September 2024

3. MONTHLY FINANCIAL REPORT

Monthly Financial Report - August 2024

4. MONTHLY TREASURER'S REPORT

Monthly Treasurer's Report - August 2024

5. WARRANTS

Warrants for September 2024 #60011 through #60181

6. BOARD MEETINGS/TRAVEL - AUTHORIZATION TO ATTEND CONFERENCE, MEETING OR TRAINING. - None.

RECOMMENDATION: Approve Consent Calendar Item Numbers 1 through 6 as presented.

PC _____ M _____ S _____ RC _____

OLD BUSINESS - None

NEW BUSINESS

7. AGREEMENT WITH CITYGATE ASSOCIATES TO UPDATE CVFD STANDARDS OF COVER ASSESSMENT AND MASTER PLAN UPDATE

Purpose is to review, discuss and approve a contract with Citygate Associates in an amount not to exceed \$87,193, authorize a project contingency of up to 10% of the contract amount in the event of contract modifications requested by the District, and provide authority to the Fire Chief to execute related contract documents on behalf of the District.

Report By: Fire Chief Dave Williams

RECOMMENDATION: It is recommended that the Board review, discuss and approve the contract with Citygate Associates for an update to the Standards of Cover Assessment and update to the District's Master Plan in an amount not to exceed \$87,193, authorize a project contingency of up to 10% of the contract amount in the event of contract modifications requested by the District, and provide authority to the Fire Chief to execute related contract documents on behalf of the

District.

PC _____ M _____ S _____ RC _____

8. RESOLUTION NO. 2024-16 PERTAINING TO UNREPRESENTED CONFIDENTIAL EMPLOYEE COMPENSATION

The purpose is to present for approval changes to compensation and benefits for unrepresented Confidential employees.

Report By: Human Resources Director Anthony Arroyo

RECOMMENDATION: It is recommended that the Board of Directors review, approve and adopt Resolution No. 2024-16 ratifying the compensation and benefit changes for confidential employees subject to any minor, technical, or non-substantive changes as approved by legal counsel.

9. RESOLUTION NO. 2024-17 PERTAINING TO UNREPRESENTED MANAGEMENT EMPLOYEE COMPENSATION

The purpose is to present for approval changes to compensation and benefits for unrepresented management employees.

Report By: John Bakhit of Atkinson, Andelson, Loya, Ruud & Romo

RECOMMENDATION: It is recommended that the Board of Directors review, approve and adopt Resolution No. 2024-17 ratifying the compensation and benefit changes for unrepresented management employees subject to any minor, technical, or non-substantive changes as approved by legal counsel.

10. AMENDMENT TO AGREEMENT NO. 2011-03 WITH BEST BEST & KRIEGER LLP

The purpose is for the Board of Directors to review and consider an Amendment to the Legal Services Agreement No. 2011-03 with Best, Best & Krieger (BBK) for General Counsel and Special Counsel Legal Services.

Report By: Fire Chief Dave Williams

RECOMMENDATION: It is recommended that the Board of Directors: 1) review and consider the Legal Services Amendment with Best, Best & Krieger (BBK) for Isaac Rosen to serve as District Legal Counsel, which includes new special counsel rates if BBK undertakes specialized work on behalf of the District; and 2)

authorize the Fire Chief to execute the Legal Services Amendment subject to any minor, technical or non-substantive changes as approved by the Fire Chief.

FIRE CHIEF'S COMMENTS

BOARD COMMITTEE REPORTS/BOARD COMMENTS

ADJOURNMENT

The meeting will be adjourned to a Regular Meeting of the Board of Directors of the Chino Valley Independent Fire District to be held on Wednesday, November 13, 2024, at 6:00 p.m. at the Fire District Administrative Headquarters Office located at 14011 City Center Drive, Chino Hills, CA, 91709.

I, Angela Robles, Clerk of the Board, on behalf of the Board of Directors, do hereby certify that a copy of this agenda was posted by 6:00 p.m., on Friday, October 4, 2024, at Administrative Headquarters, 14011 City Center Drive, Chino Hills, CA 91709, and at least 72 hours prior to the meeting the agenda was posted at 407 N Virginia Street, Reno, NV 89501.

Angela Robles

Angela Robles, Clerk of the Board

PRESENTATIONS/ANNOUNCEMENTS

CHINO VALLEY INDEPENDENT FIRE DISTRICT

NO STAFF REPORT

Proclamations

Breast Cancer Awareness Month - October 2024

Fire Prevention Week - October 6-12, 2024

ATTACHMENTS:

National Breast Cancer Awareness Month Proclamation

Fire Prevention Week Proclamation



CHINO VALLEY FIRE DISTRICT *PROCLAMATION*

CHINO VALLEY FIRE DISTRICT PROCLAIMS

OCTOBER 2024

AS

NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer touches the lives of Americans from every background and in every community across our Nation, and

WHEREAS, more than 300,000 women and approximately 2800 men will be diagnosed with Breast Cancer this year in the United States, and tens of thousands are expected to lose their lives to the disease, and

WHEREAS, during National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about the tragic disease, and

WHEREAS, though the exact causes of Breast Cancer are unknown, understanding its risk factors is essential to prevention. Women and those who have a personal or family history of Breast Cancer are among those at greater risk of developing the illness, and

WHEREAS, early detection is key in the fight against Breast Cancer, and

WHEREAS, this month we stand with those who have been affected by Breast Cancer, and

WHEREAS, we recognize the ongoing efforts of dedicated advocates, researchers, and health care providers who strive each day to defeat this terrible disease. Inspired by the resilience of those living with the disease and in memory of loved ones lost, let us together strengthen our resolve toward a future free from cancer in all its forms, and

NOW, THEREFORE, BE IT PROCLAIMED that the Chino Valley Fire District Board of Directors proclaim the month of October as:

“NATIONAL BREAST CANCER AWARENESS MONTH”

PRESENTED at a Regular Meeting held on the 9th day of October 2024.

Harvey Luth, President



CHINO VALLEY INDEPENDENT FIRE DISTRICT

PROCLAMATION

THE CHINO VALLEY INDEPENDENT FIRE DISTRICT PROCLAIMS THE WEEK OF OCTOBER 6 – 12, 2024 FIRE PREVENTION WEEK

WHEREAS, this week commemorates the Great Chicago Fire of 1871, which killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 buildings and burned more than 2,000 acres; and

WHEREAS, the majority of U.S. home fire deaths continue to occur in homes with no smoke alarms or no working smoke alarms, according to the National Fire Protection Association® (NFPA®); and

WHEREAS, having working smoke alarms in the home reduces the risk of dying in a home fire by more than half (54 percent); and

WHEREAS, more than one-third (38 percent) of home fire deaths result from fires in which no smoke alarms are present; and

WHEREAS, the 2024 Fire Prevention Week™ theme, “**Smoke alarms: Make them work for you!**™” strives to educate everyone about the importance of having working smoke alarms, and

WHEREAS, the Chino Valley Independent Fire District is committed to the safety of life and property from devastating effects of fire; and

WHEREAS, the Chino Valley Independent Fire District is joined by the City of Chino, City of Chino Hills, County of San Bernardino, and the Chino Valley Fire Foundation, as well as other emergency service providers, businesses, schools, service clubs, and organizations in their fire safety efforts; and

WHEREAS, the Chino Valley Independent Fire District calls upon the people of the Chino Valley to participate in fire safety and preparedness activities at home, work and school, and to take the steps needed to make their homes and families safe from fire; and

NOW, THEREFORE, BE IT PROCLAIMED that the Chino Valley Independent Fire District proclaims the week of October 6 -12, 2024 as:

“FIRE PREVENTION WEEK”

Harvey Luth, President

Date

CHINO VALLEY INDEPENDENT FIRE DISTRICT

NO STAFF REPORT

Minutes - September 25, 2024 Special Meeting

ATTACHMENTS:

Minutes - September 25, 2024 Special Meeting

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Special Meeting of the Board of Directors

Wednesday, September 25, 2024

5:00 p.m. Closed Session

6:00 p.m. Open Session

Fire District Administrative Headquarters

14011 City Center Drive

Chino Hills, CA 91709

MINUTES

CALL TO ORDER

The special meeting of the Board of Directors was called to order at 5:00 p.m. by Board President Luth.

ROLL CALL

Present: President Harvey Luth, Vice President Sarah Ramos-Evinger, Director Mike Kreeger, and Director Tom Haughey.

Absent: Director John DeMonaco.

Also present: Fire Chief Dave Williams, Deputy Chief Jeremy Ault, Deputy Chief Carlos Skibar, Legal Counsel Isaac Rosen, Clerk of the Board Angela Robles, Finance Director Mark Shaker, and Human Resources Director Anthony Arroyo.

CLOSED SESSION

President Luth announced and read the Closed Session items.

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Dave Williams, Fire Chief

Unrepresented Employee: District Legal Counsel Best, Best & Krieger

There were no requests from the public to speak on the Closed Session item.

ADJOURN TO CLOSED SESSION

President Luth adjourned the Open Session to Closed Session at 5:01 p.m.

REOPEN TO OPEN SESSION

President Luth reopened to Open Session at 6:00 p.m.

ROLL CALL

Present: President Harvey Luth, Vice President Sarah Ramos-Evinger, Director Mike Kreeger, and Director Tom Haughey.

Absent: Director John DeMonaco.

REPORT OUT OF CLOSED SESSION

District Legal Counsel Isaac Rosen stated there was no reportable action taken on the Closed Session item.

FLAG SALUTE

Director Haughey led the assembly in reciting the Pledge of Allegiance.

INVOCATION

Chaplain Henry Aguilar led the invocation.

CHANGES TO THE AGENDA

Clerk of the Board Robles reported no changes to the agenda.

PRESENTATIONS / ANNOUNCEMENTS

New Chaplain Introduction

President Luth accompanied by Fire Chief Williams welcomed Chaplain Yan Ling Wong to the Chino Valley Fire District.

Employee Promotion

President Luth accompanied by Fire Chief Williams recognized Deputy Fire Marshal Lena Lin for her promotion with the Chino Valley Fire District.

The Board of Directors took a recess at 6:09 p.m. and reconvened the meeting at 6:16 p.m.

PUBLIC HEARING

President Luth opened the Public Hearing for Weed Abatement.

PROPERTIES DECLARED FOR WEED ABATEMENT

Purpose is for the Public to comment on the declaring and noticing of property owner(s) for weed abatement.

Report by: Deputy Chief Jeremy Ault

RECOMMENDATION: It is recommended that the Board of Directors review public comment on the declaring and noticing of property owner(s) for weed abatement and subsequent actions and charges, as well as make any ruling on any and all objections raised regarding the proposed removal of weeds and said charges.

Deputy Chief Ault reported that based on reinspection from the District's original Spring inspections, additional parcels were identified as being noncompliant and property owners were mailed a notice to destroy and given until September 25th to abate the noted hazard.

Deputy Chief Ault stated the Community Risk Reduction Department will start reinspection on September 26th.

There were no requests from the public to speak on this item.

President Luth closed the Public Hearing.

The Board of Directors thanked the Community Risk Reduction Department for their hard work and consistency in working towards the weed abatement inspections.

Moved by Director Kreeger, seconded by Vice President Ramos-Evinger, carried by a 4-0-1 voice vote for the Board of Directors to conduct the Public Hearing and review public comment on the declaring and noticing of property owner(s) for weed abatement and subsequent actions and charges, as well as make any ruling on any and all objections raised regarding the proposed removal of weeds and said charges.

AYES: BOARD MEMBERS: Luth, Ramos-Evinger, Haughey, and Kreeger.

NOES: BOARD MEMBERS: None.

ABSTAIN: BOARD MEMBERS: None.

ABSENT: BOARD MEMBERS: DeMonaco.

PUBLIC COMMUNICATIONS

There were no requests to speak.

LIAISON REPORTS TO FIRE DISTRICT (County 4th District, City of Chino, City of Chino Hills, Fire Foundation, Fire Safe Council, School District, Inland Empire Utilities Agency)

Representative Suzette Dang from San Bernardino County 4th District provided information on a

- Document shredding event on Saturday, September 28th at the Upland Memorial Park from 9:00 a.m. to 12:00 p.m.
- Community Cleanup event at Lyle Briggs Fundamental School on Saturday, September 28th.
- Land Use Open House on Wednesday, October 2nd at Chino Branch Library from 5:00 p.m. to 7:00 p.m.

CONSENT CALENDAR

1. MINUTES

MINUTES

2. MONTHLY DISTRICT REPORT

Monthly District Report August 2024

3. MONTHLY FINANCIAL REPORT

Monthly Financial Report – July 2024

4. MONTHLY TREASURER’S REPORT

Monthly Treasurer’s Report – July 2024

5. WARRANTS

Warrants for August 2024 #59836 through #60010

6. BOARD MEETINGS/TRAVEL – AUTHORIZATION TO ATTEND CONFERENCE, MEETING OR TRAINING

None.

7. INFORMATION

Receive and File Letter of Support for Senate Bill 536 (Rubio) Surplus State Real Property: Heman G. Stark Youth Correctional Facility.

8. RESOLUTION NO. 2024-15 OF THE BOARD OF DIRECTORS OF THE CHINO VALLEY INDEPENDENT FIRE DISTRICT APPROVING THE ADDITION OF FISCAL YEAR 2023-24 ITEMS NOT COMPLETED AS OF JUNE 30, 2024 TO THE FISCAL YEAR 2024-25 AMENDED BUDGET AS BUDGET AMENDMENT NO. 1

Purpose is to review and adopt Resolution No. 2024-15 adding Fiscal Year 2023-24 items not completed as of June 30, 2024 to the Fiscal Year 2024-25 Amended Budget as Budget Amendment No. 1.

RECOMMENDATION: Approve Consent Calendar Item Numbers 1 through 8 as presented.

Moved by Director Haughey, seconded by Vice President Ramos-Evinger, carried by a 4-0-1 voice vote for the Board of Directors to approve the Consent Calendar items 1 through 8 as presented.

AYES: BOARD MEMBERS: Luth, Ramos-Evinger, Haughey, and Kreeger.

NOES: BOARD MEMBERS: None.

ABSTAIN: BOARD MEMBERS: None.

ABSENT: BOARD MEMBERS: DeMonaco.

OLD BUSINESS

None.

NEW BUSINESS

9. AMENDMENT TO AGREEMENT NO. 2023-14 WITH ATKINSON ANDELSON LOYA RUUD AND ROMO

Purpose is to approve and authorize the Fire Chief to execute the amendment to Agreement No. 2023-14 with Atkinson Andelson Loya Ruud & Romo to provide labor counsel for the Chino Valley Fire District.

Report By: Human Resources Director Anthony Arroyo

RECOMMENDATION: It is recommended the Board of Directors approve the amendment to Agreement no. 2023-14 with Atkinson Andelson Loya Ruud & Romo for an additional amount of \$20,000 for a total not to exceed amount of \$70,000 to continue labor negotiations and authorize the Fire Chief to sign said amendment.

Human Resources Director Arroyo stated at the November 8, 2023 Board meeting, the Board of Directors approved an agreement with Atkinson Andelson Loya Ruud & Romo (AALRR) to serve as the District's legal representative for negotiations and not to exceed the amount of \$50,000.

Human Resources Director Arroyo reported negotiations are ongoing and in order to continue with AALRR's legal services, staff recommends an increase in the amount of \$20,000, bringing the total not to exceed \$70,000.

There were no requests from the public to speak on this item.

Moved by Director Haughey, seconded by Director Kreeger, carried 4-0-1 voice vote for the Board of Directors to approve the amendment to Agreement no. 2023-14 with Atkinson Andelson Loya Ruud & Romo for an additional amount of \$20,000 for a total not to exceed amount of \$70,000 to continue labor negotiations and authorize the Fire Chief to sign said amendment.

AYES: BOARD MEMBERS: Luth, Ramos-Evinger, Haughey, and Kreeger.

NOES: BOARD MEMBERS: None.

ABSTAIN: BOARD MEMBERS: None.

ABSENT: BOARD MEMBERS: DeMonaco.

10. CHINO VALLEY FIRE DISTRICT SECTION 115 TRUST ANNUAL REPORT

Purpose is to review and discuss and approve the 2023-24 Annual Report for the Section 115 Trust.

Report by: Finance Director Mark Shaker

RECOMMENDATION: It is recommended that the Board of Directors review, discuss and approve the 2023-24 annual report of the Chino Valley 115 Trust.

Finance Director Shaker introduced Managing Director Andrew Brown from PFM Asset Management LLC who gave a presentation on the 2023-24 Annual Report for the Section 115 Trust.

There were no requests to speak from the public on this item.

Moved by Vice President Ramos-Evinger, seconded by Director Kreeger, carried by a 4-0-1 voice vote for the Board of Directors to approve the 2023-24 Annual Report for the Chino Valley Fire District Section 115 Trust.

AYES: BOARD MEMBERS: Luth, Ramos-Evinger, Haughey, and Kreeger.

NOES: BOARD MEMBERS: None.

ABSTAIN: BOARD MEMBERS: None.

ABSENT: BOARD MEMBERS: DeMonaco.

FIRE CHIEF'S COMMENTS

Personnel Development Activities

- On August 29th, staff attended the 2024 Woman's Conference at the Ontario Convention Center.
- Throughout September, fourteen fire personnel participated in the Gettysburg Leadership Staff Ride.

Board Activities/Public Relations

- On August 13th through 16th, Board and staff members attended Fire - Rescue International IAFC Conference & Expo in Dallas TX.
- On September 9th through 12th, Board and staff members attended CSDA Annual Conference in Indian Wells.
- On September 11th, the District held the Annual 9/11 Memorial Service event at Station 66.

Organizational Items of Interest:

- On August 22nd, Fire Chief Williams attended the San Bernardino County Fire Chiefs Association Meeting.
- On August 27th CVFD staff members attended the CONFIRE Administrative Committee Meeting.
- On September 5th, CVFD staff members attended the West End JPA Meeting.
- On September 7th, CVFD staff members participated in Chino Cares Emergency Preparedness Fair.
- On September 18th, Board and staff members attended the San Bernardino State of the County at the Ontario Convention Center.
- On September 19th, Assemblymember Phil Chen had a meeting with Fire Chief Williams and Local 398 Business Manager Steiner/ Business Agent Hanson.
- On September 24th, Board and staff members attended the CONFIRE Joint Board of Directors & Administrative Committee Meeting.
 - The CRR department participated in several community events including: Emergency Preparedness Fair and the City of Chino Inclusion Community Celebration.
 - CRR Collaborated with staff from Oldtimers Center Chino Senior Apartments to host fire safety bingo event, during the event staff was able to share key safety tips with residents.
 - On September 19th, fire personnel were honored with an appreciation breakfast hosted by Oakmont Senior Living

Human Resources Update:

- Over 50 applications were submitted for the position of Fire Inspector and 18 applicants will be invited for interviews to be held on October 16th and 17th.

EMS:

- CVFD crews continue to be deployed to multiple wildland fires throughout the state in support of mutual aid.
- CVFD crews were deployed to incidents close to home which consisted of the Line, Bridge and Airport fires.
- CVFD ME67 and MS63 were called to cover stations in the City of Upland on September 11-12th.

CONFIRE Items of Interest:

- In regard to the Ambulance contract, the court granted the motion for a preliminary injunction on behalf of AMR.
- CVFD crews continue to be deployed to multiple wildland fires throughout the state in support of mutual aid which consisted of the Line, Bridge and Airport fires.

Upcoming Meetings/Events:

- CVFD's Open House is on October 5th at 9am-12pm at the Training Center located at 5092 Shaefer Ave in Chino.

Director Kreeger asked Fire Chief Williams to elaborate on the unique Strike Team mobilized by the County in response to the wildfires.

Fire Chief Williams stated the District was contacted by the County to assemble an Ambulance Strike Team to evacuate people from the Big Bear Hospital, located in proximity to the Line fire.

BOARD COMMENTS

Director DeMonaco

Director DeMonaco was absent.

Director Haughey

Director Haughey reported on meetings and events attended since the last meeting that included the Chino Council meetings; Chino Cares Emergency Preparedness Fair; CSDA conference; State of the County; and Chino Basin Water Conservation 75th Anniversary Gala.

Director Kreeger

Director Kreeger reported on meetings and events attended since the last meeting that included the Chino Cares Emergency Preparedness Fair; Chino inclusion Community Celebration; CVUSD meeting; CSDA conference; CONFIRE meeting; as well as many of the meetings and events previously mentioned.

Vice President Ramos-Evinger

Vice President Ramos-Evinger reported on meetings and events attended since the last meeting that included the Agenda Review meeting; CSDA conference; Chino Cares Emergency Preparedness Fair; Special Board Meeting; and Chino Hills Council meeting.

President Luth

President Luth reported on meetings and events attended since the last meeting that included the Chino Cares Emergency Preparedness Fair; ASBCSD Meeting; Agenda Review Meeting; Finance Meeting; CSDA conference; Special Board Meeting; and CVFD 9/11 Memorial Service.

The Board of Directors recognized the service of the Firefighters and Strike Teams fighting the fires in California as well as other states. The Board congratulated Deputy Fire Marshal Lin on her promotion and welcomed Chaplain Yan Ling Wong to the Chino Valley Fire District.

ADJOURNMENT

The meeting adjourned at 7:07 p.m. to a Regular Meeting of the Board of Directors of the Chino Valley Independent Fire District to be held on Wednesday, October 9th, 2024, at 6:00 p.m. at the Fire District Administrative Headquarters located at 14011 City Center Drive, Chino Hills, CA, 91710.

APPROVED AND ADOPTED THIS 9TH DAY OF OCTOBER 2024.

Angela Robles, Clerk of the Board

Harvey Luth, President

MONTHLY DISTRICT REPORT 2.

CHINO VALLEY INDEPENDENT FIRE DISTRICT

NO STAFF REPORT

Monthly District Report September 2024

ATTACHMENTS:

Monthly District Report September 2024

CHINO VALLEY FIRE DISTRICT



MONTHLY REPORT SEPTEMBER 2024

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II." Community Risk Reduction

- Permit Revenue Summary Report
- License Revenue Summary Report
- New Construction

SEPTEMBER 2024

I. Operations:

- Incident Response Data

CHINO VALLEY FIRE DISTRICT

INCIDENT BASED RESPONSE TIME DATA SEPTEMBER 2024

Response times are calculated as an average from the time the call taker picked up the phone to the time of the units arrival.



Total number of incident responses for September 2024: 952

EMS:	834
FIRE:	25
OTHER:	93

SEPTEMBER 2024

II. Community Risk Reduction:

- Permit Revenue Summary Report
- License Revenue Summary Report
- New Construction



License Revenue Summary Report

Payments as of 09/30/2024

Summary Listing

MONTH	YEAR	TOTAL FEES RECEIVED
January	2024	\$9,560.00
February	2024	\$13,234.00
March	2024	\$9,348.00
April	2024	\$15,251.00
May	2024	\$13,227.00
June	2024	\$8,909.00
July	2024	\$3,389.00
August	2024	\$11,424.00
September	2024	\$7,213.00
Year To Date	Total	\$91,555.00



Permit Revenue Summary Report

Payments as of 09/30/2024

Summary Listing

MONTH	YEAR	TOTAL FEES RECEIVED
January	2024	\$70,090.00
February	2024	\$65,810.00
March	2024	\$99,998.00
April	2024	\$87,915.00
May	2024	\$158,776.00
June	2024	\$233,446.00
July	2024	\$127,630.00
August	2024	\$107,396.00
September	2024	\$131,802.00
Year To Date	Total	\$1,082,863.00

NEW CONSTRUCTION WORKSHEET
SEPTEMBER 2024

PROJECT NAME	PROJECT# TRACT	LOCATION	CITY	DEVELOPER/ CONTRACTOR	DESIGN REVIEW	APPROVED	CONST PERMIT	OCCUP
100,000 sq. ft. Assisted living and memory care facility	Proj. 2019-00004	13225 Serenity Trail	Chino (Co-Area)	Summerland Senior Living	X	X	EXPIRED	
Battery Energy Storage Project	Proj. 2022-00139	3730 Francis Ave	Chino	Tetra Tech	X			
Auction/Vehicle Storage - Carmax 6827 sq. ft. bldg.	Proj. 2022-00169	11708 East End Ave	Chino	Allan Hatkins	X	X	X	
Vila Borba Multifamily Sites - 19 Lots	TR 16413	Butterfield (South of Avenida De Portugal)	C.H.	Lennar	X	X		
Vila Borba (PA4) Townhomes/Condos 220 Multifamily Units	19SPR04 TR 16414	NEC Butterfield & Avenida De Portugal	C.H.	Lennar	X	X TE 2024- 0001		
Subdivide 6.7 acres into 13 lots Existing home will remain	TR 16959 23PAR02	2294 Carbon Canyon Rd.	C.H.	Yuan Yun Fan	X			
Stonefield 25 Lot SFD (23EXT01-24 Mo. Time Ext)	TTM 18393 23EXT01	No. of Carbon Cyn/E. of Fairway Dr	CH	NDM Engineering	X	X TE06/20/23		
The Commons at Chino Hills/Major 3; Shops 6 and 9	06SPR02	4655/4575/4675 Chino Hills Pkwy.	C.H.		X	X		
BIZPARK - 187,000 sq. ft. Business Park (Office/Commercial/Warehouse)	TPM 20201 07SPR02	Pomona Rincon Rd	CH	HG Fenton	X	X		
Rancho Cielito PM 4562/Formerly PM 4562; now PM 20343	17SPR02 PM 20343	15303 Country Club Dr, N/Los Serranos/Valle Vista Dr.; S/Lake Los Serranos (btwn Pipeline/Ramona)	C.H.	Rolling Ridge Ranch Jack Greening Jr.	X	X PH 01/18/22		
Costco Gas Station Expansion/Relocation; Car wash and warehouse expansion	19CUP04	13111 Peyton Dr.	CH	MG2 Architects	X	X	X	
159 SFDs on 130 Acres; Development to include Comm. Rec. Center, private streets & designated open spaces	19CUP06 TTM 20317	Shadyview	CH	Trumark Homes	X	X PH 09/06/22	X	

NEW CONSTRUCTION WORKSHEET
SEPTEMBER 2024

Development & Operation of landscape supply business.	19SPR01	SWC Pomona Rincon Rd/Enslor Ln	CH	Rosario Rios	X			
Chino Hills Condominiums	19SPR02	E. Pomona Rincon Rd/S. of Los Serranos Rd	CH	William Ashley Inc	X			
52 Lot subdivision "Paradise Ranch"	19SPR03 TTM 20286	Canyon Hills Rd. (Gentile Property)	CH	True Life Companies	X	X		
I & I Brewing	20MUP03	4020 Chino Hills Pkwy	C.H.	I & I Brewery	X	X	X	
2 Sites consisting of 6 Planning Areas; Site 1 = 724 units, Site 2 = 52 units	21SPR01	SW Portion of LSGC & vacant lot @ NEC Los Serranos Rd. & CC Drive	CH	Greening Trust	X			
378.65 Acres to include 135 SFD & 163 Townhomes Canyon Estates	21PAR01 TTM20019	3300 Woodview Rd	CH	GGF, LLC	X			
Western Hills Residences 187 unit residential development	22SPR01	So. Portion of WHGC/Fairway Dr./CC Rd.	CH	Lewis Land Developers	X			
Hydrogen Fuel Facility w/2 fuel dispensers	22SPR02 22CUP01	3260 Chino Ave.	CH	Fiedler Group	X	X	X	
Golftec - 3,376 sq. ft. Bldg.	22SPR04	15656 Yorba Ave	CH	Golftec	X	X		
Bliss Carwash Modification of existing carwash to automated	23ZCR01	14694 Pipeline Ave	CH	PM Design Group	X	X		
Primewash Express	23SPR02 23CUP01	SWC Chino Hills Pkwy/Ramona Ave	CH	Elias Bashoura	X	X PH 01/16/24	X UG ONLY	
8,819 sq. ft. 2-story Commercial Bldg.	23SPR03	W of Pomona Rincon Rd/ Adj. to 16258 Prado Rd.	CH	New Song	X			
GoStoreIt - 115,740 sq. ft. 6 story self-storage bldg.	22SPR03 22CUP03	SEC Chino Hills Pkwy/Monte Vista Ave	Chino	Alston Construction	X	X PH 02/07/23		

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5,357 sq. ft. office retail & restaurant bldg.	PL10-0709	SEC Euclid Ave/Kimball Ave	Chino	Ben McBride	X			
Proposed 3-story (62 units), 49,711 sq.ft. Senior Apartment Building	PL16-0347 PL16-0357	11930 Central Ave.	Chino	Komar Investments	X	X (PH 09/20/21) TE#03 - 12/20/23		
Altitude Business Centre (Kimabl & Mayhew) Commercial Development - 220,000 sq.ft. Warehouse/Multi-Tenant Bldg. 30,000 sf.ft.	PL16-0456 PL16-0457 TPM 19756	15865, 15791 Quality Way; 15790, 15825, 15881 Terminal Ct.	Chino	Fullmer Construction	X	X	X	
Altitude Business Centre - Bldg. 6 48,650 sq. ft.	PL16-0456 PL16-0457 TPM 19756	15771 Terminal Ct	Chino	Fullmer Construction	X	X	X	
Time Extension for TTM 18856 - Rancho Miramonte	PL17-0106 TTM 18856	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X	X (TE#3 02/21/24)		
Install Temporary Mobile Office	PL18-0028	7780&7802 Kimball Ave.	Chino	Superior Sod	X	X		
8,854 sq. ft. Industrial Bldg. Warehouse for packaging materials	PL18-0034	5199 F St.	Chino	Moksud Rahman	X	X		
1 Story Medical Office Bldg.; 23,580 sq. ft. Chino Pipeline Cener	PL18-0035 PL18-0105 TTM 20028	4076 Chino Ave	Chino	Creative Design Assoc. Kenneth Pang	X	X TE#01- 10/04/23		
Proposed Addition of 14,265 sq. ft. Wing Lee Poultry	PL18-0038	13625 Yorba Ave.	Chino	Austin Co.	X	PH 02/09/22		
3,200 S.F. Conv. Store w/a 1,600 S.F. Rest./1,563 S.F. detached carwash; 3,000 S.F. Gas station island	PL18-0047 PL18-0048	15191 Central Ave	Chino	Western States Const.	X	X	X	
Watson Ind. Park - 3 Industrial Bldgs - 267K - 560K sq.ft.; Bldgs. 847, 848, 849; 8975 & 9129 Remington- Complete	PL18-0040 PL18-0041	SWC/SEC Remington/Hellman 8841 Remington	Chino	Watson Land Co.	X	X	X	
Assisted living facility - 72 units	PL18-0057 PL18-0058	Guardian Way btwn 10th & Vernon Ave	Chino	Source Architecture Inc	X	X (TE # 06/08/22)		
SFD attached duplex & triplex development - 106 units Morning Sun	PL18-0059 TTM 20231	APN 1055-451-03 LOT 11	Chino	Lennar	X	X	X	100 of 106

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Subdivide land into 5 parcels for single family homes - Monte Vista Village	PL18-0063 PL18-0064 PL18-0065 TTM 20227	12948 Monte Vista	Chino	Global Wood Solutions	X	X	N/A	N/A
8 Manufacturing/Warehouse bldgs. Ranging btwn 12k sq.ft. - 205k sq.ft.	PL18-0070 PL18-0071 PL18-0072	NEC Bickmore/Euclid Ave.	Chino	Alere Property Group LLC	X	X		
Addition to existing bldg. and construction of 2 shade canopies	PL18-0086 PL18-0087	13677 Yorba Ave.	Chino	Gerald Mele & Associates	X			
Two proposed warehouse bldgs. Totaling 2,080k sq.ft.	PL18-0090 PL18-0091 PL18-0118 PL18-0119 PL18-0120 TPM 20071	16195 Mountain Ave.	Chino	Majestic Realty	X	TE #2 (04/19/23)		
Construct building for light industrial use	PL18-0099 PL18-0100 PL18-0101	SEC Moon /Remington Ave.	Chino	HIP So-Cal Properties LLC	X	X		
Two concrete tilt-up warehouse/office buildings TPM 20058	PL18-0112 PL18-0113	14468 Central Ave.	Chino	OC Engineering	X	X		
Eagles Nest V & VI Aviation Business Park 158,490 sq. ft. Bus. Park - 4 executive hangars	PL18-0114 Prev. SA05-33	7000 Merrill Ave. (NEC) APN 1026-081-10 to12	Chino	Chino Dev. League	X	X		
Relocating existing day spa to a new location	PL18-0125	14516 Pipeline Ave.	Chino	John R. DeWorken	X	X		
16,950 S.F. warehouse/office	PL19-0003	15022 La Palma Dr.	Chino	Homtomi C01 Partners LP	X	Public Hearing 7/20/2020 (TE #1 6/23/21)		
New Garage/storage/porch/patio	PL19-0020	11645 Vernon Ave.	Chino	Javier Hernandez	X	X		
3 Housing products - 68 detached dwelling units and auto courts; 28 attached duplexes and 72 attached triplexes (Lily/Lotus)	PL19-0021 PL19-0022 TTM 20247	NEC Bickmore Ave./Mayhew Ave.	Chino	Richland Ventures LLC	X	X	X	165 of 168
Construction of self-service carwash	PL19-0085 PL19-0084	5526 Philadelphia St	Chino	PM Design Group	X			

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Proposed 3 acre park with restrooms & shade structure	PL19-0046	NEC Discovery Park Ave/Innovation	Chino	Chino Preserve Dev.	X			
15 Single Family Detached Homes (TTM 20235) "Francis Crossing"	PL19-0055	5084 Francis Ave	Chino	Kevin L Cramer	X			
Storage Units w/Office Space	PL19-0059	13381 11th St.	Chino	Mike/Debbie Boyle	X			
Conversion of residential to office	PL19-0068	13132-13138 9th St.	Chino	Jianyun Wang	X			
Homecoming Phase 5 - 187 Homes incl. 14 live/work units; Main St. Apartments - 172 Units	PL19-0071 PL19-0089 PL20-0007 TTM 20326	16300 E. Preserve Loop	Chino	Chino Preserve Dev	X	X	X	150 of 184
116 Detached Condominium Community (Block 4) Voyage @ Discovery Park	PL19-0072 TR 20167 TR 20248	Market St./ Discovery Park Ave.	Chino	Lennar	X	X	X	109 of 116
76 Single-Family units (Monarch) (MSA PL 18-0010/ PL 18-0011)	PL19-0074 TR 20172	N/O Pine, S/O Bickmore, at Meadowhouse	Chino	Pulte Homes	X	X	X	71 of 76
Modify a 3-story assisted living facility to a 2-story building	PL19-0079 PL19-0080	5592 Philadelphia St	Chino	Chino Villa LLC	X	X (TE#1 12/08/21)		
Town Center @ The Preserve; 146,648 sq. ft. Commercial Center	PL19-0082 PL20-0016 (TPM) 20333 PL2017-0017 PL20-0018	Pine Ave. & Main St.	Chino	Lewis Retail Centers	X	X	X	
Construction of 3, 500 sq. ft. self-service car wash	PL19-0085 PL19-0084	5526 Philadelphia St	Chino	PM Design Group	X	X (TE#1 07/07/21)		
Indoor RC car racetrack & baseball/softfall training and Rec Fac.	PL19-0105	13871 Oaks Ave.	Chino	The Field 3 LLC	X	X		
Convert existing warehouse into medical office	PL19-0090	5143 D Street	Chino	Youkun Nie	X	X	X	
Single Story commercial Bldg.	PL19-0101	6903 Schaefer Ave.	Chino	Architects McDonald, Soutar & Paz, Inc.	X	X	X	

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Three Tilt-up Bldgs. (Previously PR-PL19-0014); TPM 20174	PL20-0003 PL20-0004 PL20-0005	12040 East End Ave	Chino	Lankershim Industrial Inc.	X	X PC 07/19/23		
Parklin@Discovery Park (Block 4) 68 detached auto courts residential units	PL20-0006 TPM 20168 TTM 20164 Lot 2 & 3	SWC Hellman/Market Mountain Ave/ Satterfield Way	Chino	Richmond American Homes	X	X	X	65 of 68
Proposed Accessory Structure (garage/storage)	PL20-0008	6010 Walnut Ave.	Chino	Water Living Church	X			
Proposed K-8 school, park, community center, and library	PL20-0014 (MSA) PL21-0026	Market St./ Main St./ E. Preserve Loop/ Legacy Park	Chino	Chino Holding Co.	X			
Proposed 28,153 S.F. lot subdivision into 2 residential lots	PL20-0019 TPM 20207	13515 Monte Vista Ave.	Chino	KG Investments LLC	X	TE01 09/19/22 X	N/A	N/A
295,300 sq.ft. one story tilt-up bldg.with 15,000 sq. ft. office/mezzanine	PL20-0026 PL20-0027 PL20-0028 PL20-0029	13402 Yorba Ave 13461 Ramona Ave.	Chino	Brandi Smith	X	X	X	13461 Final
2 Commercial/Retail buildings	PL20-0039 PL20-0040 PL20-0041 PL20-0042	NWC Kimball/Hellman	Chino	Orbis LCG Kimball LLC	X	X TE01 01/24/22		
Multi-Family Condo Dev N1 - Rancho Miramonte;1 10 bldgs w/6 dwelling units per bldg.	PL20-0046	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X			
Detached Condo Dev. - N2 - Rancho Miramonte; 67 detached buildings	PL20-0047	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X	PH 7/19/21		
Multi-Family Condo Dev. - N3 Rancho Miramonte; 12 Bldgs w/6 dwelling units	PL20-0048	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X			
SFD - 110 units N4 - Rancho Miramonte	PL20-0051	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X	PH 7/19/21		
76 detached condos; N9 - Rancho Miramonte	PL20-0052	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X	PH 8/16/21		
55 Dwelling Units N7 - Rancho Miramonte	PL20-0056	Chino Corona Rd/Cucamonga Ave	Chino	Trumark Homes	X			

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26,474 sq. ft Parcel division; (1) 9,820 sq. ft.; (2) 8,611 sq. ft.; (3) 8043 sq. ft. TPM 20280	PL20-0058 PL20-0059	12308 Fern Ave	Chino	Truong Dong	X			
163 Two-story homes	PL20-0060	Mountain Ave/Merrimack St	Chino	Lennar Homes	X			
Subdivide parcel into single lot tract for condo purposes; total of 209 MFD Independence Apartments	PL20-0062 PL21-0021 TTM 20380	8400 Legacy Park	Chino	Chino Holding Co.	X	X	X	6 of 209
1,400 sq. ft. Custom Designed Accessory structure	PL20-0065	4231 Walnut Ave.	Chino	Brian Hoogeveen	X			
1,732 sq. ft. detached workshop	PL20-0066	4114 Hacienda Ln.	Chino	Roberto Graciano	X	X PH 03/01/21		
68 SFD detached auto-court; 28 duplex condo unites; 72 triplex condo units; Lilly/Lotus	PL20-0071 TR 20247	Bickmore Ave/Mayhew	Chino	KB Homes Costal Inc.	X	X	X	
3.7 acre Rec center & 1.4 acre park "Rancho Miramonte 68 SFD detached auto-court; 28 duplex condo unites; 72 triplex condo units	PL20-0072	Chino Corona Rd /Cucamonga Ave	Chino	The Miramonte Investors	X			
Two story 16,000 sq. ft. Bldg. on 45,000 sq. ft. lot	PL21-0001 PL21-0002	13779 Central Ave.	Chino	TZC LLC	X			
3.74 Acres proposed Commercial/Retail/Restaurant "The Campus at College Park"	PL21-0004 PL21-0005	14209, 14227, 14253 Oaks Ave & 5974 Eucalyptus Ave.	Chino	United Trust Realty Corp	X	X PH 09/06/22		
Commercial Development w/car wash; drive-thru restaurant & retail	PL21-0011 PL21-0012	6132 Riverside Dr.	Chino	Pacif Rim Arch.	X			
56 Dwellings Units; Previously approved as part of MSA PL18-0012 (Parklin II)	PL21-0027 TR 20249	NWC Discovery Park/Legacy Park	Chino	Richmond America	X	X	X	
Modification of Master Site Approval south of Pine Ave.	PL21-0031 PL21-0032 TR 16420	Market St/Main St/E. Preserve Loop/Legacy Park	Chino	Chino Holding Co.	X	X	N/A	N/A
Commercial Development consisting of approx. 18 bldgs.; MSA for Altitude	PL21-0036 PL21-0037 PL21-0038	Kimball Ave/Quality Way	Chino	Richland Ventures LLC	X	X	N/A	N/A
Baseball/Softball Academy "Line Drive Academy"	PL21-0039	15642 Dupont Ave	Chino	Mike Brocki	X	X		

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Proposed amendment of EBSPSP; land use change from Business Park to Manufacturing	PL21-0042	4331 Eucalyptus Ave	Chino	Eucalyptus LPIV 5 LLC	X			
Renewal of (1) existing modular office trailer for occasional meeting use	PL20-0035 PL21-0044	14005 S. Benson Ave	Chino	Maricela Gutierrez	X			
21.90 Acre MSA - 114 SFD	PL21-0045 PL21-0057 (TTM 20446)	8340 Chino Corona Rd	Chino	Chino Preserve Dev. Corp	X	X PH 09/19/22	N/A	N/A
Proposed Animal Hospital	PL21-0047 PL21-0048	3959 Grand Ave	Chino	Cool Theel	X	X PH 01/19/22		
Design guidelines for Fallon Crest	PL21-0049	8424 Bickmore Ave	Chino	Fallon Crest Farms	X	X PH 10/17/22	N/A	N/A
852 sq. ft. Exterior refrigeration enclosure for existing Ind. Bldg.	PL21-0050	12290 Colony Ave	Chino	The Ziegenfelder Co	X	X	X	
Block 11 - MSA Proposed mix of 4 residential product types, totaling 305 units and Rec Center (Block 11)	PL21-0056 PL21-0057 TTM 20445	SEC Legacy Park/ E Preserve Loop Rd/ Chino Corona Rd	Chino	Chino Preserve Dev. Corp	X	X	N/A	N/A
50,000 sq. ft. Ind. Bldg. (Part of Altitude Business Centre)	PL21-0061	15771 Terminal Ct	Chino	Link Logistics R.E.	X	X	X	
Pine Tree Motel expansion; 13,696 sq. ft. two-story addition with 31 rooms; 320 sq. ft. fitness room/48 parking spaces (Previous PL18-0020/PL18-0021)	PL21-0063 PL21-0064	12018 Central Ave.	Chino	J.C. Mann Arch.	X	X PH 08/15/22		
149 Condo Units; TR 20161 (Zinnia)	PL21-0071 PL21-0072 TTM 20173	Meadow House/ Desert Holly	Chino	Beazer Homes Holding, LLC	X	X	X	5 of 149
Request to subdivide one parcel into two	PL21-0074 TPM 20432	11841 Telephone Ave.	Chino	Frank Borges	X		N/A	N/A
Massage Establishment	PL21-0076	5420 Philadelphia St. Ste. F	Chino	Bao Xin Jin	X	X	X	
188 Condos on 23.60 acres (MSA/SA PL2011/12) Fallconcrest - Sage/Cedar	PL22-0002 PL22-0003 TR 20312	NEC Pine Ave/E. Preserve Loop	Chino	Tri Pointe Homes	X	X	X	0 of 188
Proposed use of RV dealership APN 1025-211-29 "RV READY"	PL22-0014	So. Side of Corporate Center Dr./W of Ramona Ave	Chino	Crystal Cardona/ Andersen Arch	X	X TE01 04/17/24		

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Construct new industrial Bldgs (8,880 sq. ft)	PL22-0016	5437 Chino Ave	Chino	MNM Construction	X			
Proposed one-story Wienerschnitzel	PL22-0019	15713 Euclid Ave	Chino	Andersen Arch.	X			
Exterior T.I. project; 26,032 sq. ft. courtyard space	PL22-0020	4201 Eucalyptus Ave	Chino	Matthew Decker	X			
Old School House Museum and site improvement project	PL22-0025	5493 B Street	Chino	City of Chino	X	X	X	
24,891 sq. ft. Industrial Building	PL22-0027	13787 Oaks Ave	Chino	John Cataldo	X	X	X	
Industrial Bldg. in Preserve Specific Plan area Proposed 925,362 sq. ft. Industrial Bldg.	PL22-0028 PL22-0029 PL22-0030	8711 Remington Ave	Chino	Majestic Realty	X	X	X	
K-9 Private Christian School	PL22-0032	12765 Oaks Ave.	Chino	Joel Hendley	X			
New Construction of 5 Bldgs; total 42,668 sq. ft. for cultural and educational uses / TPM 20806	PL22-0033 PL22-0034 PL23-0121	11910 Benson Ave.	Chino	Creative Design Assoc	X			
197 Units- Falloncrest APN 105542161/105561101 - Monet/Rembrandt (Previously PL20-0053/PL20-0054)	PL22-0036 TR20369	Pine Ave/ E. Preserve Loop	Chino	KB Homes	X	X	X	0 of 197
10 Acre Public Park (Town Center Park)	PL22-0037	SEC Main St/Market St	Chino	Chino Preserve Dev	X			
Subdivide 2 parcels into 4 parcels for commercial office condo units & office bldgs.	PL22-0040 TTM 20570	5578, 5592, 5624, 5632 Philadelphia St.	Chino	Chino Villa LLC	X	X PH 08/15/22		
Subdivide one parcel creating two parcels	PL22-0043 TPM 20570	13674 San Antonio Ave.	Chino	Gilbert Salazar	X	X PH 10/17/22	N/A	NA
Preserve Town Center; Proposed Chipotle	PL22-0048	8363 Pine Ave	Chino	John Dugan Arch	X	X		
1,500 sq. ft. non-habitable ADU/Barn/RV Storage	PL22-0050	6145 Joaquin St	Chino	Shiv Talwar	X	X PH 01/18/23		
TPM 20593 to merge 2 existing parcels and subdivide to create 3 parcels	PL22-0070 TPM 20539	6699 Riverside Dr.	Chino	MM Development Inc	X			

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Petco full servie veterinary clinic	PL22-0072	3820 Grand Ave	Chino	Michelle Slayden	X			
Orbis Commercial Center; 5 Bldg. MFD w/gym, recreational area, entertainment area	PL23-0111 PL22-0074 PL22-0075 PL24-0080 PL24-0081	NWC Euclid Ave/Schaefer Ave	Chino	Clark Schaefer Parners, LLC	X			
Site Developed into a trailer truck parking lot used for storage of vehicles, trailers & equipment (Osterkamp Dist)	PL22-0081	2220 Mills Ave	Chino	Harry Heady	X	X		
298 Apartment Units in 2 buildings on 9.74 acres Chino Creek Apartments	PL22-0096 PL23-0002 (TPM 20693)	0 Chino Hills Pkwy	Chino	Chino Valley Investments, LP	X	X PH 01/17/24		
Retail Restaurant; trash enclosure, drive-thru; Panera Bread	PL22-0102	8391 Pine Ave	Chino	Gerald Koh	X	X	X	
Change of use from pre-school to church & addition; Existing Bldg. 2,685 sq. ft; addition 833 sq. ft.	PL23-0006 PL23-0005	5135 Walnut Ave.	Chino	Leo D. Cho	X	X PC 07/19/23		
Public Park for Fallon Crest (76.78 acres)	PL23-0029	8424 Bickmore Ave	Chino	Tri Pointe Homes	X			
Parking lot expansion for Calvary Chapel	PL23-0113 PL23-0032	14015 Pipeline Ave	Chino	KPRS	X			
2 speculative shell warehouse buildings w/office space, totaling 305,00 sq. ft.	PL23-0034	13610 Yorba Ave.	Chino	Lovette Industrial, LLC.	X PH 12/20/23			
MSA & Subdivision for 40 acres of land within Block 8	PL23-0043 PL23-0044 TTM 20632	W of Main St (Btwn W Preserve Loop/Market St)	Chino	Chino Preserve Dev. Corp.	X		N/A	N/A
Specifc Plan Amendment (SPA) T.I. to establish a private school - Heights Christian Schools	PL23-0057 PL23-0058	14670 Ramona Ave	Chino	Heights Christian Schools	X	X PH 11/15/23		
2 Speculative tilt-up Bldgs. With 2-story office; 4.66 acres	PL23-0059	13575 Benson Ave	Chino	Doug Franz Arch.	X			
TPM 20739 for commercial condominium purposes	PL23-0060 TPM 20739	5143 D Street	Chino	MKNZ, LLC	X	X	N/A	N/A
SCUP for massage establishment	PL23-0062	5266 Francis Ave	Chino	Serenity Medical Enterprises, LLC	X	X PC 07/19/23		
83 6-pack detached condos - Block 11	PL23-0071	8340 Chino Corona Rd	Chino	Chino Preserve Dev	X			

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42 4-pack detached condos - Block 11	PL23-0072	8340 Chino Corona Rd	Chino	Chino Preserve Dev	X			
1,129 sq. ft. Addition of caretaker's quarters on 2nd floor of Ste. A	PL23-0082 PL10-0709	7231 Kimball Ave	Chino	Heady Design	X	X		
288 SFD lots; Block 1 Preserve	PL23-0083 PL23-0085 TTM 20633	S/O Pine Ave	Chino	Chino Preserve Dev.				
Redevelopment of 6.98 acre property to include warehouse facility	PL23-0061 PL23-0091	13925 Benson Ave	Chino	Rexford Industrial	X			
2,500 sq. ft. RV Garage	PL23-0088 PL23-0089	13241 Pipeline Ave	Chino	Emery Shen	X			
MFD 95 units with gym, recreation center, etc.	PL23-0090 (PR)	NWC Euclid Ave/Schaefer Ave	Chino	Eric Fikse	X			
Proposed Industrial dev. to include 394,042 sq. ft. bldg	PL23-0098	5088 Edison Ave	Chino	Prologis	X			
Proposed battery storage facility	PL23-0100	13951 Magnolia Ave	Chino	AYPA Power Dev., LLC	X			
Franklin Center Redevelopment	PL23-0109(PR)	12400-12490 Central Ave	Chino	Land Eng. Consultants	X			
77 SFD/ Block 11	PL23-0120 PL23-0122	SW of Legacy Park	Chino	Chino Preserve Development	X			
Day care use in a commercial building, requiring tenant improvement.	PL23-0123 PL23-0134	12479 Central Ave	Chino	RS Academy, LLC	X			
Proposed 9,994 sq. ft. auto body shop w/offices on 28,952 sq. ft. lot	PL23-0124	4510 Carter Ct	Chino	Risk Buildings @ Chino, LLC	X			
Proposed residential property subdivided to 4 lots w/private driveway	PL23-0138(PR)	3rd St	Chino	T.J.Build LLC	X			
Private K-9 school on existing church site (PL23-0105 PR) 1 new building	PL23-0140 PL23-0141	4201 Eucalyptus Ave	Chino	Bergman KPRS	X			
New 394,230 sq. ft. Distribution Bldg.	PL24-0008	5088 Edison Ave	Chino	Prologis	X			

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Proposed 516 condos of 4 product types; 156 residential buildings; 1 Rec. building with other amenities (DRC24-0001)	PL24-0013 PL24-0014	SWC Pine Ave/W Preserve Loop	Chino	Tri Pointe Homes	X			
Retrofit of existing Speedway Car Wash with new equipment and additional vacuum stations	PL24-0015	4089 Grand Ave	Chino	Sam Sousa	X			
Proposed 1,542 sq. ft. one story office with one or two suites	PL24-0021(AA)	12713 Central Ave	Chino	George Valakantjis	X			
Wine & saki tasting classroom	PL24-0022	12598 Central Ave	Chino	Jiou Jiu Shang Wine & Sake Academy	X			
Expansion of CNG Parking & Time Fill Fueling for Waste Management (Modificatin to existing SA PL	PL13-0629 PL24-0025	13793 Redwood Ave	Chino	USA Waste of CA, Inc.	X			
55 SFD on 10.78 acres	PL24-0026	SW Legacy Park/Chino Corona Rd	Chino	Trumark Homes	X			
Proposed foot and body massage spa	PL24-0034	4141 Riverside Dr	Chino	Mei Yang	X			
Construct unmanned telecommunicatin facility consisting of mono-eucalyptus tower	PL24-0040	11436 Central Ave	Chino	John Silverman	X			
Construct 59 SFD/Lot 17 & 20	PL24-0042	TR 16420	Chino	Century Communities	X			
Proposed 2,500 sq. ft. drive-through coffee shop McCalla Center	PL24-0047	Central/Schaefer Ave	Chino	Kaidence Group LLC	X			
Establish a towing yard in M2 Zoning District	PL24-0048	5140 G St	Chino	Pepe's Inc	X			
3.6 acre parking lot with 280 parking stalls to existing distribution center	PL24-0061	SWC Kimball Ave/Quality Way	Chino	Fusco Engineering	X			
Proposed 4-acre residential development consisting of 86 units in 16 buildings	PL24-0075 (PR)	Guardian Way/10th St.	Chino	Warmington Homes	X			
Proposed residential 3-story townhomes consisting of 108 units	PL24-0076 (PR)	14892 Corporate Center Ave	Chino	BCT Dev. Acquisition Co., LLC	X			
600 sq. ft. detached ADU	PL24-0084	6763 Elm Ct	Chino	Wm. Francis Smoyer	X			

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Bldg. expansion to include recycling of excess electronic parts	PL24-0086	13975 Monte Vista Ave	Chino	EDM Recycling	X			
Subdivision of existing lot into 3 SFD with ADU	DRC24-0003 PL24-0087 PL24-0088 PL24-0089	4991 G St	Chino	Michael Tam	X			
20,394 sq. ft. bldg. - Sports facility	PL24-0090	16067 Euclid Ave	Chino	Nikko Erick Reyes	X			
1,328 sq. ft massage parlor on 0.51 acres	PL24-0095	4774 Riverside Dr. Ste. H	Chino	Tieyong Wang	X			
84 Detached 3-story condos (Block 11)	PL24-0096	SW of Legacy Park	Chino	Chino Preserve Dev.	X			
Demolition of existingsh structurs to build Industrial Bldg, drive through food and beverage use	PL24-0097 PL24-0098	5835-5885 Schaefer Ave	Chino	Gateway Terminal LLC	X			
Proposed small lot subdivision of 38 lots for SFD detached homes	PL24-0099	7049 Chino Ave	Chino	PLC Communities	X			
5.92 Acre Storage yard with parking, driveways and detention/infiltration basin	PL24-0100	5230 Eucalyptus Ave	Chino	Angel Cesar	X			
60 Detached Condos on 4.40 acre lot	PL24-0103	SWC Market/Main St	Chino	Chino Preserve Dev.	X			
69 Detached Condos on 5.70 acre lot	PL24-0104	SWC Market/Main St	Chino	Chino Preserve Dev.	X			
Proposed 2,262 sq. ft. single story coffee shop w/drive-thru & trash enclosure	DRC24-0004	NEC Central Ave/Schaefer Ave	Chino	Kaidence Group LLC	X			
Proposed development of luxury rental community on Blocks 6 & 8 within The Preserve Specific Plan	PL24-0110	SEC Pine Ave/W. Preserve Loop	Chino	Chino Preserve Development	X			

MONTHLY FINANCIAL REPORT 3.

CHINO VALLEY INDEPENDENT FIRE DISTRICT STAFF REPORT

DATE: OCTOBER 9, 2024

TO: HARVEY LUTH, BOARD PRESIDENT
ALL MEMBERS OF THE BOARD

FROM: DAVE WILLIAMS, FIRE CHIEF

SUBJECT: MONTHLY FINANCIAL REPORT - AUGUST 2024

PURPOSE:

The purpose is to present the Chino Valley Fire District's financial activity for the month ended August 31, 2024, and for the fiscal year-to-date in comparison to the Amended budget.

DISCUSSION:

This report provides revenue and expenditure information for the month of August 2024, and for the fiscal year in comparison to the 2024-25 amended budget and the prior year-to-date actual amounts.

Cyclical Nature of District Revenues and Year-End Adjustments

As District revenues are largely cyclical, the majority of District property tax revenues are received during the November/December and April/May timeframes. Readers of the District's monthly financial reports should be cautioned when drawing conclusions regarding total revenues minus total expenses in any given month. Generally, over time, a more meaningful comparison may be drawn between the current and prior year-to-date totals, as well as the year-to-date variances between budgeted and actual financial performance. Additionally, there are a number of required adjustments to the District's financial statements after each fiscal year-end which can have a significant impact on the final numbers for the fiscal year. Over the course of the fiscal year, the attached two-year revenue and expenditure comparison graphs are intended to provide a summary comparison of the District's total revenues and expenditures between the current and prior fiscal year-to-date.

RECOMMENDATION:

It is recommended that the Board of Directors of the Chino Valley Fire District receive and file this financial report.

ATTACHMENTS:

Monthly Financial Attachment August 2024



Chino Valley Fire District Monthly Financial Report - Summary

As of August 31, 2024

Account Description	Monthly Actual Amount	Year-to-date Actual Amount	Annual Budget Amount	Variance From Budget	% of Budget	Prior Year-to- date Actual Amount	Variance From Prior Year
Funds 100/500							
REVENUE							
Property tax revenue	\$ -	\$ 829,026	\$ 43,352,458	\$ (42,523,432)	2%	\$ 998,381	\$ (169,355)
Contract revenue	1,395,000	1,960,974	13,351,656	(11,390,682)	15%	1,286,143	674,831
Other revenue	221,358	387,526	3,278,913	(2,891,387)	12%	415,050	(27,524)
REVENUE TOTALS	\$ 1,616,358	\$ 3,177,526	\$ 59,983,027	\$ (56,805,501)	5%	\$ 2,699,574	\$ 477,952
EXPENSE							
Salaries and benefits	\$ 3,700,633	\$ 10,827,113	\$ 47,233,810	\$ 36,406,697	23%	\$ 9,360,322	\$ 1,466,791
Services and supplies	231,735	1,302,625	8,613,794	7,311,169	15%	1,290,738	11,888
Capital outlay	158,169	163,245	5,062,062	4,898,817	3%	-	163,245
EXPENSE TOTALS	\$ 4,090,537	\$ 12,292,983	\$ 60,909,666	\$ 48,616,683	20%	\$ 10,651,060	\$ 1,641,923
Funds 100/500 - Totals							
REVENUE TOTALS	\$ 1,616,358	\$ 3,177,526	\$ 59,983,027	\$ (56,805,501)	5%	\$ 2,699,574	\$ 477,952
EXPENSE TOTALS	4,090,537	12,292,983	60,909,666	48,616,683	20%	10,651,060	1,641,923
Funds 100/500 - Net Gain (Loss)	\$ (2,474,179)	\$ (9,115,457)	\$ (926,639)	\$ (8,188,818)	984%	\$ (7,951,486)	\$ (1,163,971)
Transfers In - Capital Replacement	\$ -	\$ -	\$ -	\$ -	#DIV/0!		
Fund 800 - Restricted Assets							
REVENUE							
Other revenue	225,975	439,499	-	439,499		1,213,922	(774,423)
REVENUE TOTALS	\$ 225,975	\$ 439,499	\$ -	\$ 439,499		\$ 1,213,922	\$ (774,423)
EXPENSE							
Services and supplies	750	1,500	-	1,500		9,006	(7,506)
EXPENSE TOTALS	\$ 750	\$ 1,500	\$ -	\$ 1,500		\$ 9,006	\$ (7,506)
Fund 800 - Restricted Assets Totals							
REVENUE TOTALS	\$ 225,975	\$ 439,499	\$ -	\$ 439,499		\$ 1,213,922	\$ (774,423)
EXPENSE TOTALS	750	1,500	-	1,500		9,006	(7,506)
Fund 800 - Restricted Assets Net Gain	\$ 225,225	\$ 437,999	\$ -	\$ 437,999		\$ 1,204,916	\$ (766,917)
Grand Totals, All Funds							
REVENUE TOTALS, INCL.	\$ 1,842,333	\$ 3,617,025	\$ 59,983,027	\$ (56,366,002)		\$ 3,913,496	\$ (296,471)
EXPENSE TOTALS	4,091,287	12,294,483	60,909,666	48,615,183		10,660,066	1,634,417
Grand Total Net Gain (Loss)	\$ (2,248,954)	\$ (8,677,458)	\$ (926,639)	\$ (7,750,819)		\$ (6,746,570)	\$ (1,930,888)



Chino Valley Fire District Monthly Financial Report

As of August 31, 2024

Account Description	Monthly Actual Amount	Year-to-date Actual Amount	Annual Budget Amount	Variance From Budget	% of Budget	Prior Year Year-to-date Actual Amount	Variance From Prior Year
Funds 100/500							
REVENUE							
Property tax revenue							
Property tax - current secured	\$ -	\$ 829,026	\$ 38,729,129	\$ (37,900,103)	2%	\$ 998,381	\$ (169,355)
Property tax - current unsecured	-	-	1,573,060	(1,573,060)	0%	-	-
Property tax - current utility	-	-	796,089	(796,089)	0%	-	-
Property tax - prior and penalty	-	-	997,808	(997,808)	0%	-	-
Property tax - home owner's exemption	-	-	343,448	(343,448)	0%	-	-
Property tax - supplemental	-	-	867,924	(867,924)	0%	-	-
Property tax - weed abatement	-	-	45,000	(45,000)	0%	-	-
Property tax revenue Totals	-	829,026	43,352,458	(42,523,432)	2%	998,381	(169,355)
Contract revenue							
Current services	1,395,000	1,960,974	13,351,656	(11,390,682)	15%	1,286,143	674,831
Contract revenue Totals	1,395,000	1,960,974	13,351,656	(11,390,682)	15%	1,286,143	674,831
Other revenue							
Permit and inspection fees	107,292	237,980	1,587,900	(1,349,920)	15%	234,097	3,883
Weed abatement	1,258	14,314	30,000	(15,686)	48%	14,021	293
Other sales	-	60	3,000	(2,940)	2%	-	60
Other revenue	22,632	22,632	377,013	(354,381)	6%	120,722	(98,090)
Mutual aid recoveries	52,858	52,858	500,000	(447,142)	11%	31,401	21,457
Grants	-	-	30,000	(30,000)	0%	-	-
Sale of fixed assets	-	-	-	-	+++	-	-
Donations	-	-	1,000	(1,000)	0%	-	-
Capital acquisitions	-	-	-	-	#DIV/0!	-	-
Interest revenue	37,318	59,683	750,000	(690,317)	8%	14,810	44,873
Other revenue Totals	221,358	387,526	3,278,913	(2,891,387)	12%	415,050	(27,524)
REVENUE TOTALS	\$ 1,616,358	\$ 3,177,526	\$ 59,983,027	\$ (56,805,501)	5%	\$ 2,699,574	\$ 477,952



Chino Valley Fire District

Monthly Financial Report

As of August 31, 2024

Account Description	Monthly Actual Amount	Year-to-date Actual Amount	Annual Budget Amount	Variance From Budget	% of Budget	Prior Year Year-to-date Actual Amount	Variance From Prior Year
EXPENSE							
Salaries and benefits							
Salaries regular	\$ 1,584,473	\$ 2,255,296	\$ 21,401,890	\$ 19,146,594	11%	\$ 2,278,352	\$ (23,056)
Salaries - part time	5,910	8,577	106,877	98,300	8%	7,327	1,250
Uniform allowance	-	300	48,800	48,500	1%	200	100
Coverage - training and support	158,727	201,799	1,076,175	874,376	19%	90,482	111,316
Coverage - emergency response and leave	1,006,176	1,350,035	4,246,988	2,896,953	32%	821,681	528,354
Coverage - worker's compensation	44,063	59,166	1,055,000	995,834	6%	144,225	(85,059)
Call back or standby	868	1,240	11,315	10,075	11%	1,147	93
Separation payments	-	-	434,000	434,000	0%	5,228	(5,228)
Special compensation	67,759	96,179	914,610	818,431	11%	94,178	2,001
Annual leave buyback	-	-	672,000	672,000	0%	-	-
PERS retirement	367,068	5,831,374	9,991,593	4,160,219	58%	4,884,124	947,250
Survivor's benefits	272	388	7,905	7,517	5%	392	(5)
Long term disability	1,591	3,303	34,412	31,109	10%	2,774	529
Unemployment insurance	95	174	17,136	16,962	1%	-	174
Health and dental insurance	255,864	520,569	3,610,782	3,090,213	14%	493,418	27,151
Social security medicare	40,957	59,245	360,208	300,963	16%	50,703	8,542
State disability insurance	3,366	5,100	43,139	38,039	12%	3,985	1,115
Worker's compensation expense	70,204	301,550	1,800,000	1,498,450	17%	346,561	(45,010)
Life insurance	6,781	9,587	90,480	80,893	11%	9,734	(147)
Deferred comp benefit	80,747	115,244	1,082,400	967,156	11%	118,005	(2,761)
Technology Allowance	5,712	7,986	75,600	67,614	11%	7,807	179
Tuition reimbursement	-	-	152,500	152,500	+++	-	-
Salaries and benefits Totals	3,700,633	10,827,113	47,233,810	36,406,697	23%	9,360,322	1,466,791



Chino Valley Fire District Monthly Financial Report

As of August 31, 2024

Account Description	Monthly Actual Amount	Year-to-date Actual Amount	Annual Budget Amount	Variance From Budget	% of Budget	Prior Year Year-to-date Actual Amount	Variance From Prior Year
Services and supplies							
Clothing	4,550	5,922	446,125	440,203	1%	343	5,579
Telephone	9,489	12,995	254,160	241,165	5%	24,142	(11,147)
Cellular phones	849	6,167	71,100	64,933	9%	5,599	568
Electronic equipment maintenance	42,071	96,881	611,276	514,395	16%	77,955	18,926
Food	-	104	13,750	13,646	1%	333	(229)
Memberships	60	2,295	48,335	46,040	5%	3,165	(870)
Publications	-	-	17,020	17,020	0%	668	(668)
Legal postings	812	812	13,700	12,888	6%	1,276	(464)
Small tools and equipment	2,149	6,220	283,240	277,020	2%	10,881	(4,662)
Inventory equipment	-	-	52,500	52,500	0%	38,156	(38,156)
Non-inventory equipment	-	735	447,765	447,030	0%	9,037	(8,302)
Special department expenses	1,113	1,113	89,675	88,562	1%	655	458
Training	23,858	55,894	512,925	457,031	11%	60,135	(4,241)
Utilities	43,312	46,400	388,080	341,680	12%	41,879	4,521
General liability insurance	-	665,656	667,667	2,011	100%	581,470	84,186
Office supplies	643	2,645	52,800	50,155	5%	2,908	(264)
Postage	108	202	10,000	9,798	2%	1,120	(919)
Printing	-	496	17,200	16,704	3%	210	286
Services - auditing	-	-	26,000	26,000	0%	-	-
County services	-	-	255,000	255,000	0%	-	-
Services - legal	6,507	6,507	300,000	293,494	2%	14,684	(8,177)
Services - dispatch	-	208,320	947,360	739,040	22%	196,490	11,830
Services - other	25,351	60,107	1,850,867	1,790,760	3%	111,124	(51,017)
General household expense	-	4,768	42,000	37,232	11%	5,402	(634)
Medical supplies	10,403	28,937	187,571	158,634	15%	11,585	17,352
Vehicle maintenance	32,078	37,789	293,200	255,411	13%	16,225	21,564
Equipment maintenance	2,388	3,746	127,103	123,357	3%	1,779	1,968
Fuel	16,309	30,359	250,000	219,641	12%	33,446	(3,087)
Structure maintenance	9,687	17,555	337,375	319,820	5%	40,070	(22,515)
Structure rent/lease	-	-	-	-	+++	-	-
Services and supplies Totals	231,735	1,302,625	8,613,794	7,311,169	15%	1,290,738	11,888



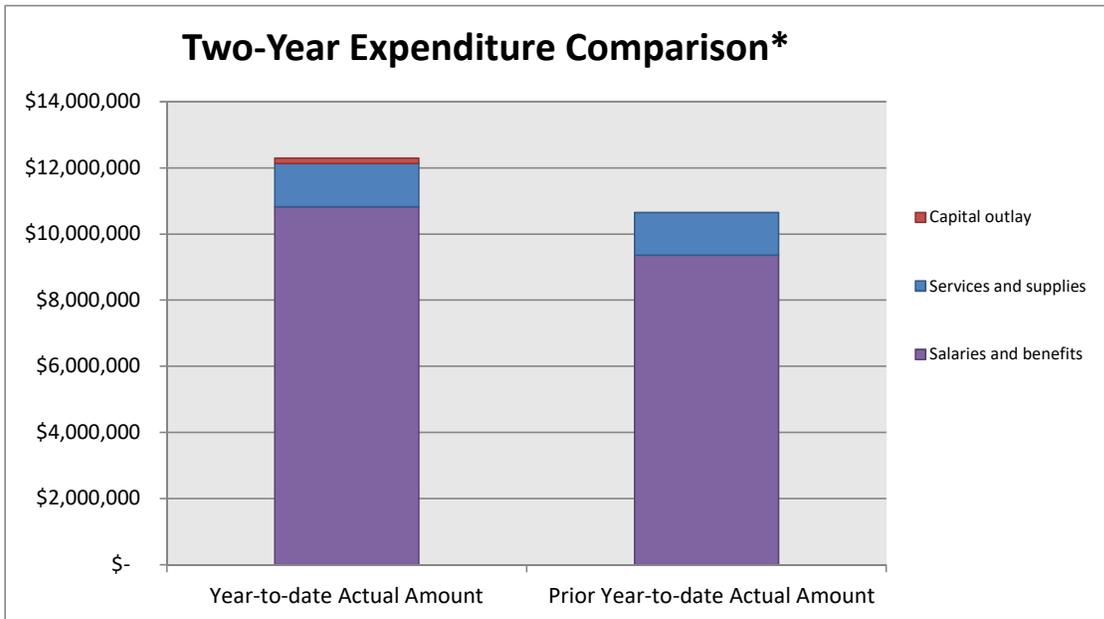
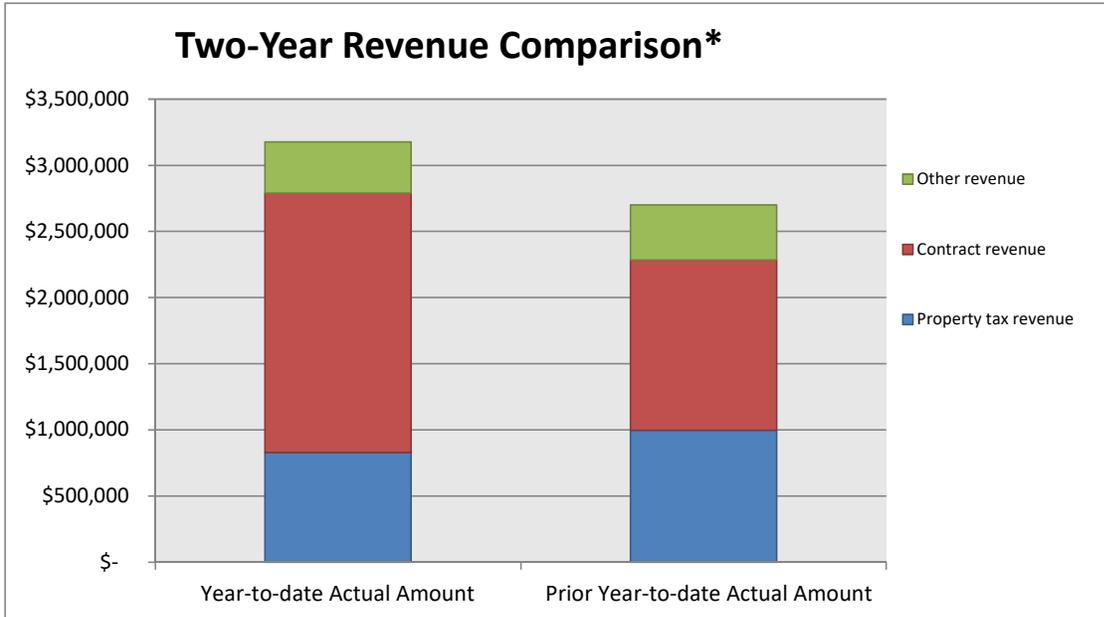
Chino Valley Fire District Monthly Financial Report

As of August 31, 2024

Account Description	Monthly Actual Amount	Year-to-date Actual Amount	Annual Budget Amount	Variance From Budget	% of Budget	Prior Year Year-to-date Actual Amount	Variance From Prior Year
Capital outlay							
Capital - land	-	-	-	-	+++	-	-
Capital - structure improvements	-	-	400,000	400,000	0%	-	-
Capital - equipment	140,185	145,261	448,904	303,643	32%	-	145,261
Capital - vehicles	17,984	17,984	4,213,158	4,195,174	0%	-	17,984
Capital - lease purchase equipment	-	-	-	-	+++	-	-
Capital outlay Totals	<u>158,169</u>	<u>163,245</u>	<u>5,062,062</u>	<u>4,898,817</u>	<u>3%</u>	<u>-</u>	<u>163,245</u>
EXPENSE TOTALS	<u>\$ 4,090,537</u>	<u>\$ 12,292,983</u>	<u>\$ 60,909,666</u>	<u>\$ 48,616,683</u>	<u>20%</u>	<u>\$ 10,651,060</u>	<u>\$ 1,641,923</u>
Funds 100/500 - Totals							
REVENUE TOTALS	\$ 1,616,358	\$ 3,177,526	\$ 59,983,027	\$ (56,805,501)	5%	\$ 2,699,574	\$ 477,952
EXPENSE TOTALS	4,090,537	12,292,983	60,909,666	48,616,683	20%	10,651,060	1,641,923
Fund 100/500 - Net Gain (Loss)	<u>\$ (2,474,179)</u>	<u>\$ (9,115,457)</u>	<u>\$ (926,639)</u>	<u>\$ (8,188,818)</u>	<u>984%</u>	<u>\$ (7,951,486)</u>	<u>\$ (1,163,971)</u>
Transfers In - Capital Replacement	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>#DIV/0!</u>		
Fund 800 - Restricted Assets							
REVENUE							
Other revenue							
Restricted - Sec115 Trust Interest	225,975	439,499				1,213,922	(774,423)
REVENUE TOTALS	<u>\$ 225,975</u>	<u>\$ 439,499</u>				<u>\$ 1,213,922</u>	<u>\$ (774,423)</u>
EXPENSE							
Services and supplies							
Restricted - Sec115 Trust Admin Expense	750	1,500				9,006	(7,506)
EXPENSE TOTALS	<u>\$ 750</u>	<u>\$ 1,500</u>				<u>\$ 9,006</u>	<u>\$ (7,506)</u>
Fund 800 - Restricted Assets Totals							
REVENUE TOTALS	\$ 225,975	\$ 439,499				\$ 1,213,922	\$ (774,423)
EXPENSE TOTALS	750	1,500				9,006	(7,506)
Fund 800 - Restricted Assets Net Gain (Loss)	<u>\$ 225,225</u>	<u>\$ 437,999</u>				<u>\$ 1,204,916</u>	<u>\$ (766,917)</u>
Grand Totals, All Funds							
REVENUE TOTALS, INCL. TRANSFERS IN	\$ 1,842,333	\$ 3,617,025	\$ 59,983,027	\$ (56,366,002)		\$ 3,913,496	\$ (296,471)
EXPENSE TOTALS	4,091,287	12,294,483	60,909,666	48,615,183		10,660,066	(1,634,417)
Grand Total Net Gain (Loss)	<u>\$ (2,248,954)</u>	<u>\$ (8,677,458)</u>	<u>\$ (926,639)</u>	<u>\$ (7,750,819)</u>		<u>\$ (6,746,570)</u>	<u>\$ (1,930,888)</u>



Chino Valley Fire District Monthly Financial Report - Graphs As of August 31, 2024



*Excludes restricted 115 Trust activity

MONTHLY TREASURER'S REPORT 4.

CHINO VALLEY INDEPENDENT FIRE DISTRICT STAFF REPORT

DATE: OCTOBER 9, 2024

**TO: HARVEY LUTH, BOARD PRESIDENT
ALL MEMBERS OF THE BOARD**

FROM: DAVE WILLIAMS, FIRE CHIEF

SUBJECT: MONTHLY TREASURER'S REPORT - AUGUST 2024

PURPOSE:

The purpose of this report is to inform the Board of Directors of current investment activities of the Chino Valley Fire District.

DISCUSSION:

Attached is a summary of the cash in bank and District investments. The information is displayed graphically as follows:

Chart 1: Presents a Two Year Overview of Cash Deposits and Unrestricted Investment Funds.

Chart 1A: Presents a One Year Overview of Restricted Investment Funds.

Chart 2: Presents an Overview of Total Cash and Unrestricted Investments beginning January 1996 to date.

Chart 3: Presents an Overview of the Rate of Return from the LAIF account beginning January 1996 to date.

As the District generally observes a "buy and hold" strategy, the District typically holds investments until maturity, unless called by the issuing agency, if applicable. Accordingly, fluctuating market values of the District's fixed instrument investments, while noted in this report, are only realized if these investments are liquidated prior to maturity. Government accounting standards require that the District account for market values below cost, if applicable.

In FY17, the District deposited \$5 million into a Section 115 Retirement Trust and another \$2.45 million after inception. Funds accumulated in the Trust are legally restricted for use in paying down pension obligations. Accordingly, 115 Trust funds are reported in the Treasurer's Report as restricted investments. Chart 1A also includes funds received in February 2022 from the City of Chino Hills under an agreement for construction of Fire Station 68 in Chino Hills. By agreement, these funds are

restricted for construction of the new fire station.

The Sweep earned a posted rate of return of 0.10% as of July 31.

The monthly average rate of return on the LAIF account was 4.579% for the month of August 2024.

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this Treasurer's Report for the period.

ATTACHMENTS:

Treasurer's Report August 2024

Chino Valley Independent Fire District
Cash & Investment Statement
TREASURER'S REPORT FOR THE PERIOD ENDING:
August 2024

	CASH ACCOUNTS		DISTRICT INVESTMENT PORTFOLIO - UNRESTRICTED				RESTRICTED			
	Citizens Business Bank	US Bank	Overnight Sweep	Other Investments	LAIF	Total Unrestricted Cash & Investments	Principal 115 Trust Investment*	Return on 115 Trust Investment (Cummulative)^	115 Trust Balance	Construction Funds Account (Fire Stn 68)
<i>Percent of Portfolio</i>			5.3%	16.0%	78.6%	100%				
August 2024	\$ 1,813,657	\$ 178,623	\$ 2,006,009	\$ 6,028,724	\$ 29,569,155	\$ 39,596,168	\$ 7,454,287	\$ 5,099,856	\$ 12,554,143	\$ 3,158,910
July 2024	\$ 1,348,636	\$ 154,623	\$ 863,783	\$ 5,979,319	\$ 33,819,155	\$ 42,165,516	\$ 7,454,287	\$ 4,874,632	\$ 12,328,919	\$ 3,158,650
June 2024	\$ 1,707,813	\$ 140,965	\$ 1,574,495	\$ 5,937,138	\$ 40,367,898	\$ 49,728,309	\$ 7,454,287	\$ 4,642,510	\$ 12,096,797	\$ 3,158,365
May 2024	\$ 1,278,562	\$ 135,628	\$ 2,426,122	\$ 5,918,369	\$ 41,867,898	\$ 51,626,579	\$ 7,454,287	\$ 4,464,374	\$ 11,918,661	\$ 3,450,362
April 2024	\$ 1,669,993	\$ 130,466	\$ 1,574,746	\$ 5,910,493	\$ 44,367,897	\$ 53,653,595	\$ 7,454,287	\$ 4,084,558	\$ 11,538,845	\$ 3,450,068
March 2024	\$ 1,678,400	\$ 123,595	\$ 4,230,087	\$ 5,923,136	\$ 32,018,709	\$ 43,973,927	\$ 7,454,287	\$ 3,051,120	\$ 10,505,407	\$ 3,449,766
February 2024	\$ 1,580,074	\$ 97,159	\$ 708,321	\$ 5,929,035	\$ 35,268,709	\$ 43,583,298	\$ 7,454,287	\$ 2,826,617	\$ 10,280,904	\$ 3,449,492
January 2024	\$ 1,862,611	\$ 73,072	\$ 959,625	\$ 5,937,565	\$ 31,268,709	\$ 40,101,582	\$ 7,454,287	\$ 2,573,408	\$ 10,027,695	\$ 3,449,218
December 2023	\$ 1,393,268	\$ 66,315	\$ 3,357,516	\$ 5,894,198	\$ 30,104,395	\$ 40,815,692	\$ 7,454,287	\$ 2,561,319	\$ 10,015,606	\$ 3,448,906
November 2023	\$ 1,354,361	\$ 570,011	\$ 2,572,698	\$ 5,335,628	\$ 17,104,395	\$ 26,937,093	\$ 7,454,287	\$ 2,105,773	\$ 9,560,060	\$ 3,448,632
October 2023	\$ 1,770,515	\$ 63,425	\$ 2,411,387	\$ 5,796,095	\$ 12,104,395	\$ 22,145,817	\$ 7,454,287	\$ 1,464,246	\$ 8,918,533	\$ 3,448,349
September 2023	\$ 1,769,785	\$ 38,464	\$ 1,592,273	\$ 5,784,671	\$ 14,428,150	\$ 23,613,343	\$ 7,454,287	\$ 1,690,508	\$ 9,144,795	\$ 3,556,207
August 2023	\$ 1,571,447	\$ 38,464	\$ 1,592,273	\$ 5,788,123	\$ 15,928,150	\$ 24,918,457	\$ 7,454,287	\$ 2,043,139	\$ 9,497,426	\$ 3,555,924
July 2023	\$ 1,357,338	\$ 36,309	\$ 1,884,602	\$ 5,771,912	\$ 19,928,150	\$ 28,978,311	\$ 7,454,287	\$ 2,240,535	\$ 9,694,822	\$ 3,555,623
June 2023	\$ 1,617,842	\$ 32,731	\$ 1,804,632	\$ 5,749,297	\$ 26,965,324	\$ 36,169,826	\$ 7,454,287	\$ 2,038,119	\$ 9,492,406	\$ 3,555,320
May 2023	\$ 1,828,748	\$ 29,751	\$ 1,003,446	\$ 5,754,898	\$ 29,465,324	\$ 38,082,167	\$ 7,454,287	\$ 1,732,717	\$ 9,187,004	\$ 3,958,778
April 2023	\$ 1,549,518	\$ 26,113	\$ 1,536,572	\$ 5,765,123	\$ 31,465,324	\$ 40,342,650	\$ 7,454,287	\$ 1,829,788	\$ 9,284,075	\$ 3,958,420
March 2023	\$ 1,819,044	\$ 23,687	\$ 2,775,282	\$ 5,748,647	\$ 20,812,282	\$ 31,178,942	\$ 6,417,137	\$ 1,762,345	\$ 8,179,482	\$ 3,958,116
February 2023	\$ 1,779,879	\$ 16,854	\$ 701,032	\$ 5,714,910	\$ 22,812,282	\$ 31,024,957	\$ 6,417,137	\$ 1,594,905	\$ 8,012,042	\$ 3,957,780
January 2023	\$ 1,727,287	\$ 16,803	\$ 759,864	\$ 5,722,350	\$ 25,312,282	\$ 33,538,586	\$ 6,417,137	\$ 1,810,836	\$ 8,227,973	\$ 3,957,476
December 2022	\$ 1,839,548	\$ 15,246	\$ 14,941,934	\$ 5,697,380	\$ 11,954,987	\$ 34,449,095	\$ 6,417,137	\$ 1,373,327	\$ 7,790,464	\$ 3,957,129
November 2022	\$ 1,718,771	\$ 14,371	\$ 2,187,912	\$ 5,668,242	\$ 11,954,987	\$ 21,544,283	\$ 6,417,137	\$ 1,587,088	\$ 8,004,225	\$ 3,956,804
October 2022	\$ 1,786,759	\$ 13,067	\$ 1,828,877	\$ 5,650,255	\$ 8,954,986	\$ 18,233,944	\$ 6,417,137	\$ 1,172,538	\$ 7,589,675	\$ 3,956,479
September 2022	\$ 1,748,565	\$ 11,531	\$ 718,330	\$ 5,665,974	\$ 12,393,298	\$ 20,537,698	\$ 6,417,137	\$ 915,438	\$ 7,332,575	\$ 3,956,143

Chino Valley Independent Fire District
OTHER INVESTMENTS
TREASURER'S REPORT FOR THE PERIOD ENDING:
August 2024

Purchase Date	Par Value/ Shares	Asset Description	Investment Type	Purchase Price/ Initial Share Price	Prior Month Market Value/ Share Price	Current Month Market Value/ Share Price	Unrealized Gain/ (Loss)	Current Market Yield	Maturity Date	Accrued Interest/ Est. Interest	Coupon Date(s) Next Year	Sale/ Redemption Date	Proceeds	Comments
12/31/2012	\$ 1,000,000	CalTRUST Investment Trust of CA	Pooled	\$ 1,000,000	\$ 1,205,313	\$ 1,218,082	\$ (30,614)	4.00%	n/a	N/A	N/A			Funds available for withdrawal only after providing five days notice.
	Shares: 103,944.369	Medium Term Fund Local Agency Pool	Investment Funds	\$ 10.08	\$ 9.82	\$ 9.89								
4/13/2021	\$ 249,000	BMO Harris Bank 5 year Certificate of Deposit - 1.00% CUSIP #: 05600XCP3 FDIC Insured up to \$250,000 Interest payable quarterly	Certificate of Deposit	\$ 249,000	\$ 234,459	\$ 236,688	\$ (12,312)	1.00%	4/13/2026	628 628	10/10/2024 1/10/2025			Callable quarterly
7/19/2024	\$ 249,000	Altaone Federal Credit Union 5 year Certificate of Deposit - 4.45% CUSIP #: 02157RAA5 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 249,000	\$ 251,328	\$ 256,165	\$ 7,165	4.65%	7/19/2029	923	Monthly			
7/19/2024	\$ 244,000	Toyota Financial Savings Bank 3 year Certificate of Deposit - 4.65% CUSIP #: 89235MPS4 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 244,000	\$ 245,297	\$ 248,777	\$ 4,777	4.65%	7/19/2027	5,720 5,626	1/19/2025 7/19/2025			
9/23/2021	\$ 249,000	UBS Bank USA 3 year Certificate of Deposit - 0.65% CUSIP #: 90348JT42 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 249,000	\$ 247,323	\$ 248,265	\$ (735)	0.65%	9/23/2024	135	Monthly			
9/23/2021	\$ 248,000	Sallie Mae Bank 5 year Certificate of Deposit - 1.05% CUSIP #: 795451AV5 FDIC Insured up to \$250,000 Interest payable monthly	Certificate of Deposit	\$ 248,000	\$ 230,804	\$ 233,574	\$ (14,426)	1.05%	9/22/2026	1,313 1,291	9/22/2024 3/22/2025			
12/8/2021	\$ 250,000	Federal Home Loan Bank Bond - 1.0% Coupon, Purchased at 99.191 Term: 3 Years CUSIP #: 3130APK46 Rating S&P AA+ Interest Payable Semi-Annually	Fixed Income/ Government Agency Bond	\$ 247,978	\$ 245,517	\$ 246,597	\$ (1,381)	1.00%	12/27/2024	913 250,913	10/27/2024 12/27/2024			Callable quarterly
12/13/2023	\$ 750,000	Federal Home Loan Bank Bond - 4.9% Coupon Term: 2 Years	Fixed Income/ Government	\$ 750,000	\$ 750,104	\$ 750,467	\$ 467	4.90%	2/28/2025	18,750	8/13/2024			Callable quarterly

Chino Valley Independent Fire District
OTHER INVESTMENTS
TREASURER'S REPORT FOR THE PERIOD ENDING:
August 2024

Purchase Date	Par Value/ Shares	Asset Description	Investment Type	Purchase Price/ Initial Share Price	Prior Month Market Value/ Share Price	Current Month Market Value/ Share Price	Unrealized Gain/ (Loss)	Current Market Yield	Maturity Date	Accrued Interest/ Est. Interest	Coupon Date(s) Next Year	Sale/ Redemption Date	Proceeds	Comments
12/19/2023	\$ 340,000	Federal Home Loan Bank Bond - 4.65% Coupon Term: 2 Years CUSIP #: 3130A4CH3 Rating S&P AA+ Interest Payable Semi-Annually	Agency Bond	\$ 340,000	\$ 334,491	\$ 335,658	\$ (4,342)	4.65%	3/14/2025	4,038 344,038	9/14/2024 3/14/2025			Callable anytime
3/4/2022	\$ 250,000	BMW Bank 3 year Certificate of Deposit - 1.80% CUSIP #: 05580AK37 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 247,000	\$ 242,348	\$ 243,401	\$ (3,599)	1.80%	3/4/2025	2,241 249,205	9/4/2024 9/4/2024			
3/9/2022	\$ 250,000	American Express National Bank 3 year Certificate of Deposit - 1.80% CUSIP #: 02589ABP6 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 247,000	\$ 242,245	\$ 243,305	\$ (3,695)	1.80%	3/10/2025	2,241 249,205	9/10/2024 3/10/2025			
3/16/2023	\$ 248,000	Affinity Plus Federal Credit Union 3 year Certificate of Deposit - 5.05% CUSIP #: 00833AAC4 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 248,000	\$ 249,755	\$ 251,204	\$ 3,204	5.05%	9/23/2024	\$ 1,044	Monthly			
3/16/2023	\$ 248,000	Technology Credit Union CA 3 year Certificate of Deposit - 5.00% CUSIP #: 87868YAL7 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 248,000	\$ 249,600	\$ 251,065	\$ 3,065	5.00%	9/23/2024	\$ 1,325	Monthly			
3/16/2023	\$ 244,000	Morgan Stanley Bank NA 5 year Certificate of Deposit - 4.80% CUSIP #: 61690U3C2 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 244,000	\$ 247,904	\$ 251,303	\$ 7,303	4.80%	9/23/2024	\$ 5,904 \$ 5,808	9/16/2024 3/16/2025			
3/16/2023	\$ 244,000	Morgan Stanley Private Bank 5 year Certificate of Deposit - 4.80% CUSIP #: 61768EQQ9 FDIC Insured up to \$250,000 Interest payable semi-annually	Certificate of Deposit	\$ 244,000	\$ 247,904	\$ 251,303	\$ 7,303	4.80%	9/23/2024	\$ 5,904 \$ 5,808	9/16/2024 3/16/2025			
9/21/2023	\$ 248,000	Merrick Bank 4 year Certificate of Deposit - 4.65% CUSIP #: 59013KWW2 FDIC Insured up to \$250,000 Interest payable monthly	Certificate of Deposit	\$ 248,000	\$ 249,714	\$ 253,354	\$ 5,354	4.65%	9/21/2027	\$ 963	Monthly			

Chino Valley Independent Fire District
OTHER INVESTMENTS
TREASURER'S REPORT FOR THE PERIOD ENDING:
August 2024

Purchase Date	Par Value/ Shares	Asset Description	Investment Type	Purchase Price/ Initial Share Price	Prior Month Market Value/ Share Price	Current Month Market Value/ Share Price	Unrealized Gain/ (Loss)	Current Market Yield	Maturity Date	Accrued Interest/ Est. Interest	Coupon Date(s) Next Year	Sale/ Redemption Date	Proceeds	Comments
9/21/2023	\$ 248,000	CME Federal Credit Union 3 year Certificate of Deposit - 5.50% CUSIP #: 12574EAC4 FDIC Insured up to \$250,000 Interest payable monthly	Certificate of Deposit	\$ 248,000	\$ 249,917	\$ 250,765	\$ 2,765	5.50%	9/12/2025	\$ 1,137	Monthly			
9/26/2023	\$ 248,000	Greenstate Credit Union North Liberty 5 year Certificate of Deposit - 5.00% CUSIP #: 39573LEM6 FDIC Insured up to \$250,000 Interest payable monthly	Certificate of Deposit	\$ 248,000	\$ 255,296	\$ 258,751	\$ 10,751	5.00%	9/26/2028	\$ 965	Monthly			

Current Month Investment Trading Activity:

NONE

	% of Portfolio ²	% Allowed per Policy	Investments At Cost ¹	Prior Month Market Value	Current Month Market Value
Pooled Investment Funds (JPA) ¹	3%	No limit	\$ 1,218,082	\$ 1,205,313	\$ 1,218,082
Certificates of Deposit ²	9%	30%	3,461,000	3,443,894	3,477,920
Federal Agency Obligations	4%	No limit	1,337,978	1,330,112	1,332,722
			\$ 6,017,060	\$ 5,979,319	\$ 6,028,724

¹Investment at cost value, plus unrealized losses (if any), and accrued interest

²Of total investment portfolio, including Sweep & LAIF Investments



Chart 1: Cash & Unrestricted Investment Balances Two Year Perspective

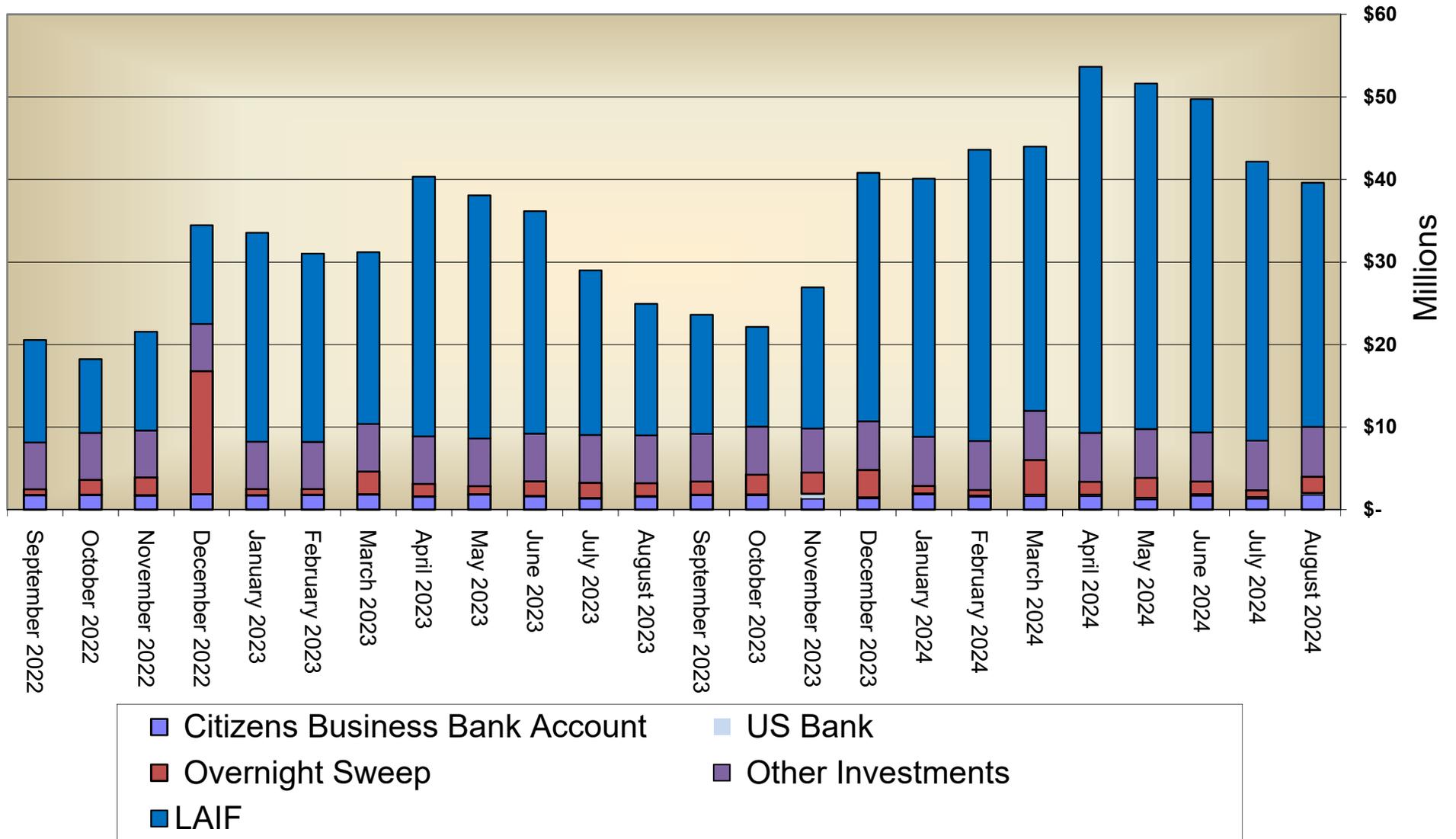




Chart 1A: Restricted Investment Balances Two Year Perspective

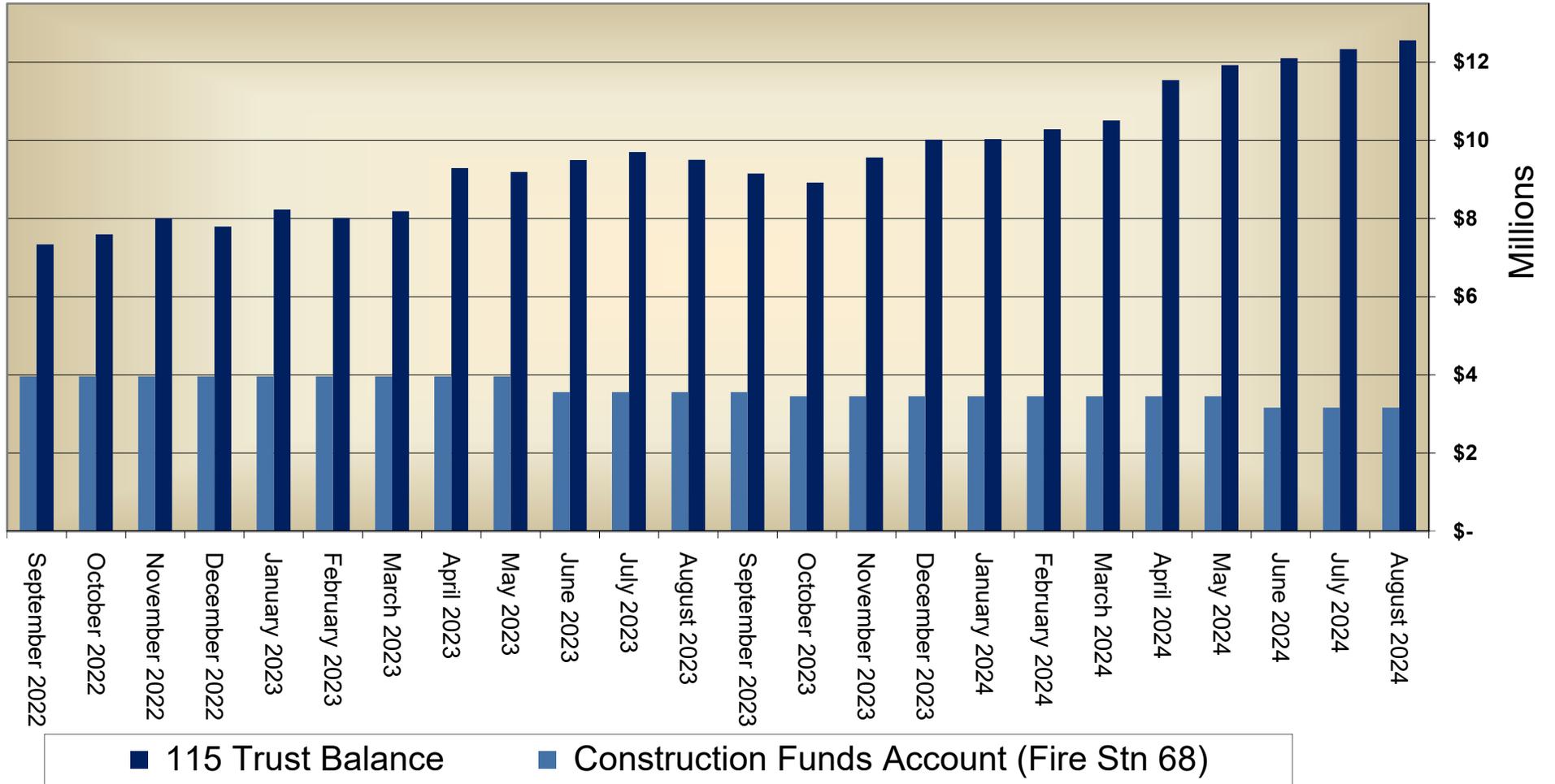
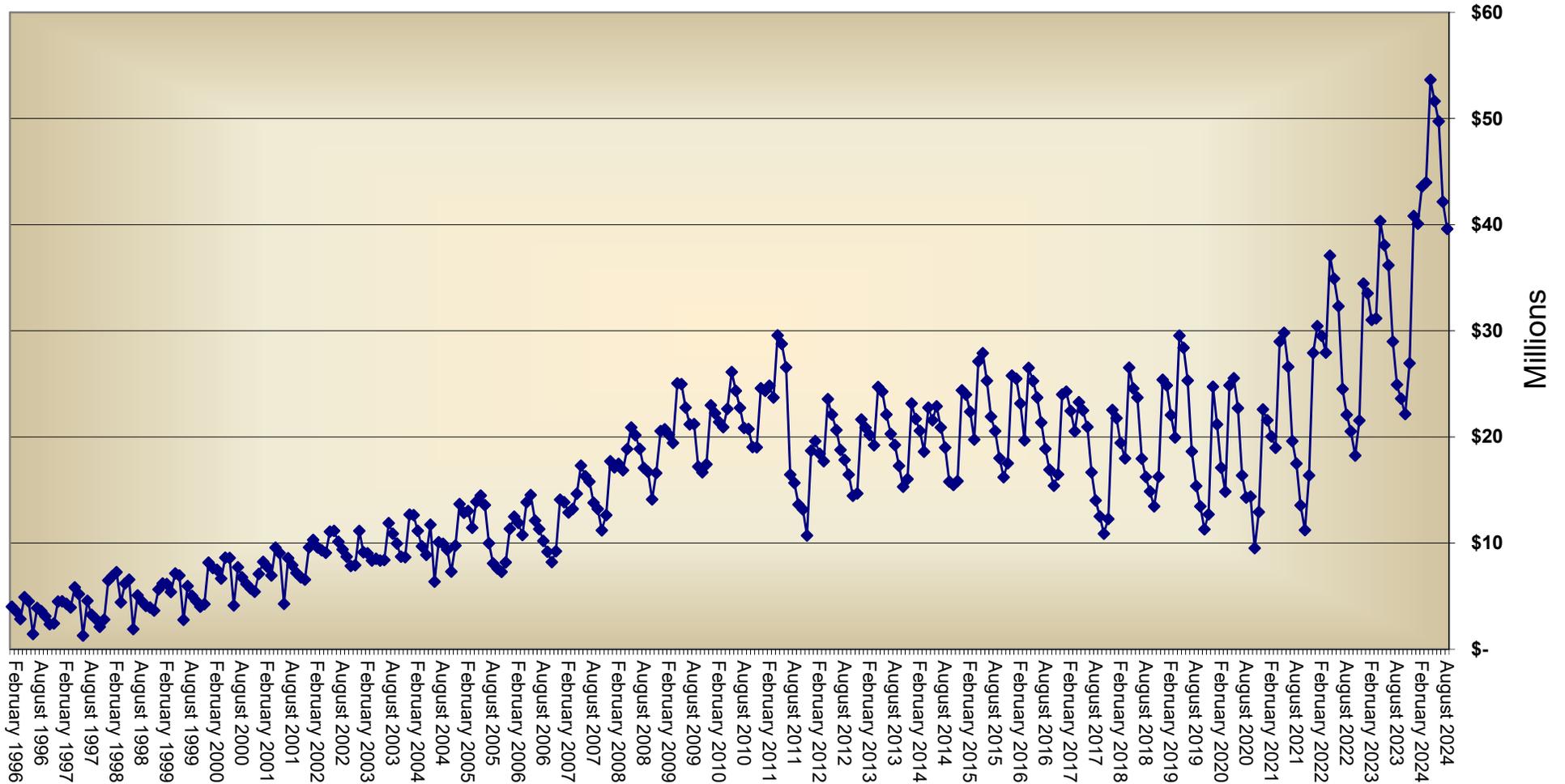




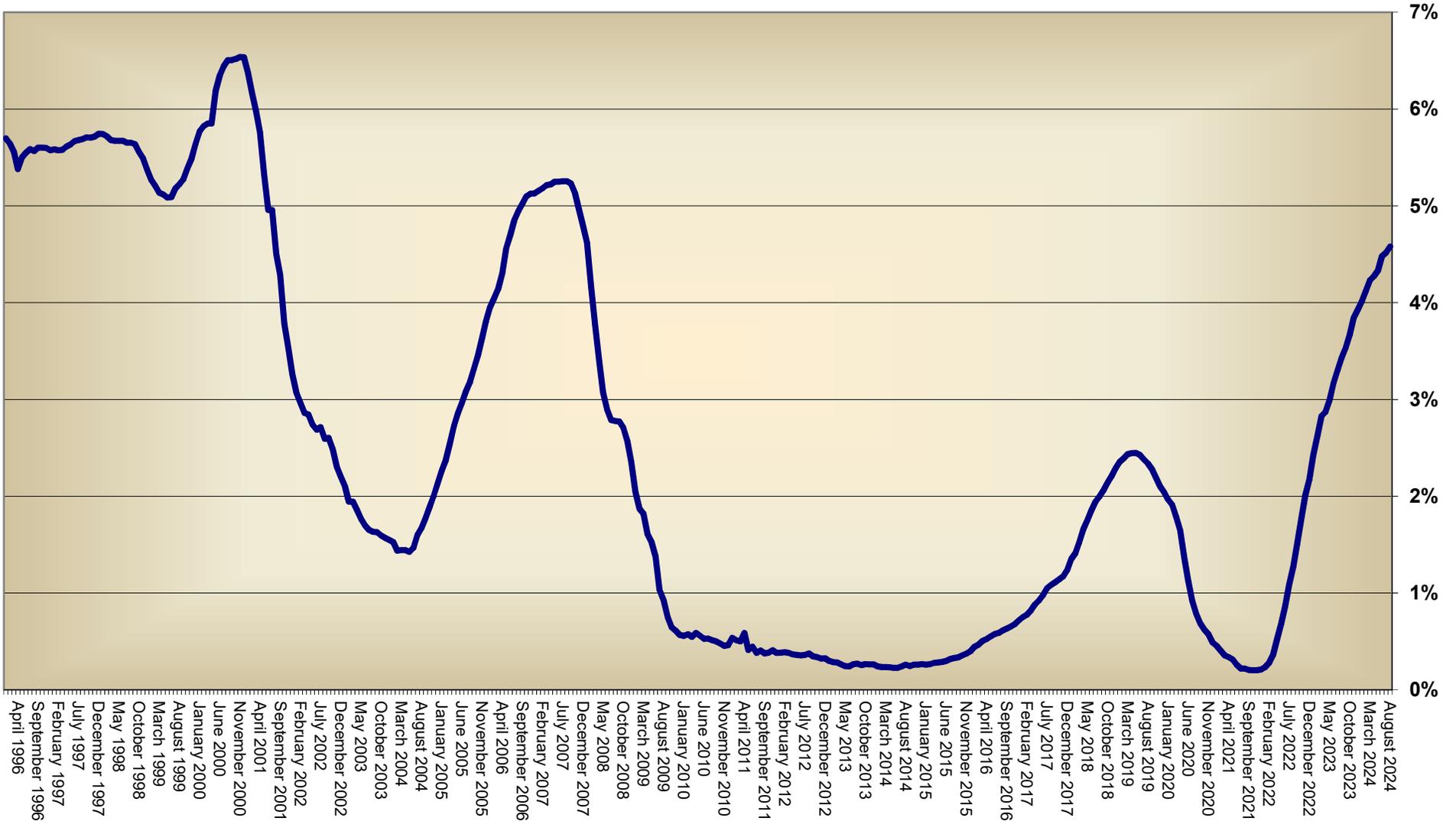
Chart 2: Total Cash & Unrestricted Investments January 1996 to date*



*Note: The District paid off pension side-fund obligations totaling approximately \$4.75 million in July, 2011 & deposited \$5 million into a IRS Section 115 Retirement Trust in April 2017. Funds in the 115 Trust are legally restricted to fund pension obligations.



Chart 3: LAIF Historical Rate of Return January 1996 to date



**CHINO VALLEY INDEPENDENT FIRE DISTRICT
STAFF REPORT**

DATE: OCTOBER 9, 2024

**TO: HARVEY LUTH, BOARD PRESIDENT
ALL MEMBERS OF THE BOARD**

FROM: DAVE WILLIAMS, FIRE CHIEF

SUBJECT: WARRANTS FOR SEPTEMBER 2024 #60011 THROUGH #60181

PURPOSE:

I have reviewed the warrants below and recommend approval.

<u>NUMBER</u>	<u>WARRANTS</u>	<u>DATE</u>	<u>AMOUNT</u>
2025-133	60011 – 60054	09/04/2024	\$62,576.70
2025-147	60055 – 60095	09/11/2024	97,804.83
2025-160	60096 – 60126	09/18/2024	232,833.02
2025-173	60127 – 60181	09/25/2024	287,816.23
VOIDS:		TOTAL	\$681,030.78

RECOMMENDATION:

Expenses as audited are within budget for warrants 60011 through 60181 and are hereby submitted for approval.

ATTACHMENTS:

Warrants for September 2024

Chino Valley Fire District
September 4, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/04/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: A/P - Accounts Payable Checking					
Check	09/04/2024	60011 Accounts Payable	10-8RETROFIT.COM INC		380.00
Check	09/04/2024	60012 Accounts Payable	49ER COMMUNICATIONS INC		540.00
Check	09/04/2024	60013 Accounts Payable	A-1 RADIATOR & AIR CONDITIONING, INC.		167.74
Check	09/04/2024	60014 Accounts Payable	AFSS SOUTHERN DIVISION		30.00
Check	09/04/2024	60015 Accounts Payable	ALL STAR FIRE EQUIPMENT INC		907.87
Check	09/04/2024	60016 Accounts Payable	AMAZON CAPITAL SERVICES		1,917.85
Check	09/04/2024	60017 Accounts Payable	CALIFORNIA PPE RECON INC		3,963.50
Check	09/04/2024	60018 Accounts Payable	CHARIOT SPRING CO INC,		241.42
Check	09/04/2024	60019 Accounts Payable	CHARTER COMMUNICATIONS INC		451.64
Check	09/04/2024	60020 Accounts Payable	CHARTER COMMUNICATIONS INC		239.94
Check	09/04/2024	60021 Accounts Payable	CHINO HILLS FORD		1,490.56
Check	09/04/2024	60022 Accounts Payable	CHINO MOWER AND EQUIPMENT INC		1,413.75
Check	09/04/2024	60023 Accounts Payable	CHINO TIRE & MUFFLER		118.65
Check	09/04/2024	60024 Accounts Payable	CITY OF CHINO		509.97
Check	09/04/2024	60025 Accounts Payable	CITY OF CHINO HILLS		854.61
Check	09/04/2024	60026 Accounts Payable	COMPRESSED AIR SPECIALTIES- INC		1,473.09
Check	09/04/2024	60027 Accounts Payable	CROWN GRAPHICS INC		657.72
Check	09/04/2024	60028 Accounts Payable	EAN SERVICES LLC (ENTERPRISE)		741.50
Check	09/04/2024	60029 Accounts Payable	FEDERAL EXPRESS		184.00
Check	09/04/2024	60030 Accounts Payable	FIREFIGHTERS SAFETY CENTER		1,838.15
Check	09/04/2024	60031 Accounts Payable	FLEETPRIDE INC		1,259.40
Check	09/04/2024	60032 Accounts Payable	FLYERS ENERGY, LLC		5,065.07
Check	09/04/2024	60033 Accounts Payable	GALLS INC.		534.19
Check	09/04/2024	60034 Accounts Payable	HERO INDUSTRIES INC		600.00
Check	09/04/2024	60035 Accounts Payable	HUNTER'S HEATING & AIR CONDITIONING INC		345.00
Check	09/04/2024	60036 Accounts Payable	IMS REFRIGERATION INC		135.00
Check	09/04/2024	60037 Accounts Payable	INTERSTATE ALL BATTERY CENTER		1,946.46
Check	09/04/2024	60038 Accounts Payable	L N CURTIS & SONS INC		124.59
Check	09/04/2024	60039 Accounts Payable	LIFE ASSIST		1,965.46
Check	09/04/2024	60040 Accounts Payable	MCKESSON MEDICAL SURGICAL		733.71
Check	09/04/2024	60041 Accounts Payable	METLIFE		300.00
Check	09/04/2024	60042 Accounts Payable	QUINN COMPANY INC		159.08

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Chino Valley Fire District
September 4, 2024 Warrants
 Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/04/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/04/2024	60043 Accounts Payable	RUIVIVAR, BORIS		152.85
Check	09/04/2024	60044 Accounts Payable	SAM BROWN SHIELDS, INC.		156.54
Check	09/04/2024	60045 Accounts Payable	SAM'S CLUB DIRECT		2,241.06
Check	09/04/2024	60046 Accounts Payable	SB COUNTY-DEP'T OF INNOVATION AND TECHNOLOGY		12,322.96
Check	09/04/2024	60047 Accounts Payable	SPECTRUM GAS PRODUCTS INC		409.88
Check	09/04/2024	60048 Accounts Payable	STEELCLAD, INC		5,025.00
Check	09/04/2024	60049 Accounts Payable	TANKNOLOGY INC.		2,938.80
Check	09/04/2024	60050 Accounts Payable	TEAMSTERS LOCAL 1932		856.32
Check	09/04/2024	60051 Accounts Payable	VERIZON WIRELESS		5,586.85
Check	09/04/2024	60052 Accounts Payable	VERIZON WIRELESS		801.29
Check	09/04/2024	60053 Accounts Payable	WESTERN STATES TRANSMISSIONS INC		220.50
Check	09/04/2024	60054 Accounts Payable	WINZER		574.73
A/P Accounts Payable Checking Totals:			Transactions: 44		\$62,576.70
Checks:	44	\$62,576.70			

Mark Burns
9-9-24

Chino Valley Fire District
September 11, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/11/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: A/P - Accounts Payable Checking					
Check	09/11/2024	60055 Accounts Payable	360 DEEP CLEANING LLC		2,900.00
Check	09/11/2024	60056 Accounts Payable	ANDY GUMP INC		700.38
Check	09/11/2024	60057 Accounts Payable	BEST BEST & KRIEGER LLP		5,546.45
Check	09/11/2024	60058 Accounts Payable	CALIFORNIA PPE RECON INC		1,826.50
Check	09/11/2024	60059 Accounts Payable	CALIFORNIA TOOL & WELDING SUPPLY		735.75
Check	09/11/2024	60060 Accounts Payable	CHARTER COMMUNICATIONS INC		180.18
Check	09/11/2024	60061 Accounts Payable	CHARTER COMMUNICATIONS INC		5,982.21
Check	09/11/2024	60062 Accounts Payable	CHINO HILLS FORD		753.38
Check	09/11/2024	60063 Accounts Payable	CINTAS CORPORATION #150		596.08
Check	09/11/2024	60064 Accounts Payable	CITY OF CHINO HILLS		501.16
Check	09/11/2024	60065 Accounts Payable	COLLIN TAYLOR ELECTRIC LLC		747.55
Check	09/11/2024	60066 Accounts Payable	CORKY'S PRO PACIFIC PEST CONTROL INC		860.00
Check	09/11/2024	60067 Accounts Payable	FARIAS, DANIEL		1,120.00
Check	09/11/2024	60068 Accounts Payable	FLYERS ENERGY, LLC		2,027.14
Check	09/11/2024	60069 Accounts Payable	FRONTIER COMMUNICATIONS		145.80
Check	09/11/2024	60070 Accounts Payable	IMS REFRIGERATION INC		205.00
Check	09/11/2024	60071 Accounts Payable	INTERSTATE ALL BATTERY CENTER		823.66
Check	09/11/2024	60072 Accounts Payable	J&D INC		3,923.04
Check	09/11/2024	60073 Accounts Payable	KIRTON'S LANDSCAPE MAINTENANCE INC.		2,825.00
Check	09/11/2024	60074 Accounts Payable	LADRON DE GUEVARA, MASSIEL		1,173.80
Check	09/11/2024	60075 Accounts Payable	LASERZONE 1 INC.		181.04
Check	09/11/2024	60076 Accounts Payable	LIFE ASSIST		6,937.99
Check	09/11/2024	60077 Accounts Payable	LOGICALIS, INC		8,746.25
Check	09/11/2024	60078 Accounts Payable	MCKESSON MEDICAL SURGICAL		1,155.56
Check	09/11/2024	60079 Accounts Payable	McMASTER-CARR		64.47
Check	09/11/2024	60080 Accounts Payable	MESSAGE MEDIA USA INC		150.00
Check	09/11/2024	60081 Accounts Payable	MICHAEL & JEANETTE BIDART FAMILY FOUNDATION		249.00
Check	09/11/2024	60082 Accounts Payable	NAPA AUTO PARTS		9,969.99
Check	09/11/2024	60083 Accounts Payable	NETFILE INC		1,900.00
Check	09/11/2024	60084 Accounts Payable	NORTH NET FIRE TRAINING CENTER		2,200.00
Check	09/11/2024	60085 Accounts Payable	OMNA INTERNATIONAL LLC		4,500.00
Check	09/11/2024	60086 Accounts Payable	ORANGE COUNTY FIRE AUTHORITY		662.27

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Chino Valley Fire District
September 11, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/11/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/11/2024	60087 Accounts Payable	PYRO-COMM SYSTEMS, INC		6,909.75
Check	09/11/2024	60088 Accounts Payable	QUINN COMPANY INC		52.78
Check	09/11/2024	60089 Accounts Payable	READYREFRESH BY NESTLE INC		447.48
Check	09/11/2024	60090 Accounts Payable	ROSENBAUER MOTORS, LLC		10,025.73
Check	09/11/2024	60091 Accounts Payable	SEDGWICK CMS INC		3,687.91
Check	09/11/2024	60092 Accounts Payable	SOCAL GAS		874.56
Check	09/11/2024	60093 Accounts Payable	WASTE MANAGEMENT OF THE INLAND EMPIRE INC		968.11
Check	09/11/2024	60094 Accounts Payable	WINZER		1,655.77
Check	09/11/2024	60095 Accounts Payable	ZOLL MEDICAL CORPORATION		2,893.09
A/P Accounts Payable Checking Totals:				Transactions: 41	\$97,804.83
Checks:	41	\$97,804.83	<i>mtg 9-24-24</i>		

Chino Valley Fire District
September 18, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/18/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: A/P - Accounts Payable Checking					
Check	09/18/2024	60096 Accounts Payable	AT&T MOBILITY		849.16
Check	09/18/2024	60097 Accounts Payable	BCN FINANCIAL INC		60.00
Check	09/18/2024	60098 Accounts Payable	BUNAGUEN, CHRISTINE		1,450.67
Check	09/18/2024	60099 Accounts Payable	CITY OF CHINO		1,275.23
Check	09/18/2024	60100 Accounts Payable	CITY OF CHINO HILLS		847.91
Check	09/18/2024	60101 Accounts Payable	CLASSIC RESTORATION MINISTRY		58.00
Check	09/18/2024	60102 Accounts Payable	COUNTY OF SAN BERNARDINO		1,901.11
Check	09/18/2024	60103 Accounts Payable	DAILY BULLETIN		104.01
Check	09/18/2024	60104 Accounts Payable	DAILY BULLETIN		174.04
Check	09/18/2024	60105 Accounts Payable	DOMESTIC DIESEL AND AUTO SERVICE INC		3,430.13
Check	09/18/2024	60106 Accounts Payable	FLYERS ENERGY, LLC		6,688.31
Check	09/18/2024	60107 Accounts Payable	FRONTIER COMMUNICATIONS		168.42
Check	09/18/2024	60108 Accounts Payable	GALLS INC.		1,130.08
Check	09/18/2024	60109 Accounts Payable	HdL COREN & CONE INC		148,965.76
Check	09/18/2024	60110 Accounts Payable	KINGDOM CALIBRATIONS, INC		2,505.15
Check	09/18/2024	60111 Accounts Payable	LASERZONE 1 INC.		1,830.64
Check	09/18/2024	60112 Accounts Payable	METLIFE		300.00
Check	09/18/2024	60113 Accounts Payable	PAPER RECYCLING & SHREDDING SPCLTS INC		88.00
Check	09/18/2024	60114 Accounts Payable	PLUMBING METHOD INC		3,200.00
Check	09/18/2024	60115 Accounts Payable	SEDGWICK CMS INC		341.00
Check	09/18/2024	60116 Accounts Payable	STANDARD LIFE		7,347.18
Check	09/18/2024	60117 Accounts Payable	STAPLES BUSINESS ADVANTAGE		23.48
Check	09/18/2024	60118 Accounts Payable	TEAMSTERS LOCAL 1932		857.62
Check	09/18/2024	60119 Accounts Payable	TESLA ENERGY OPERATIONS, INC.		219.00
Check	09/18/2024	60120 Accounts Payable	U.S. BANK CORPORATE PAYMENT SYSTEM		35,875.20
Check	09/18/2024	60121 Accounts Payable	VALLEY TREE CARE		3,910.00
Check	09/18/2024	60122 Accounts Payable	VEOLIA ES TECH SOLUTIONS-NORTH AMERICA INC		139.42
Check	09/18/2024	60123 Accounts Payable	VEOLIA WTS SERVICES USA, INC.		611.09
Check	09/18/2024	60124 Accounts Payable	VERIZON BUSINESS		59.74
Check	09/18/2024	60125 Accounts Payable	WESTERN HILLS GOLF & COUNTRY CLUB		204.01

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Chino Valley Fire District
September 18, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
Batch Date: 09/18/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/18/2024	60126 Accounts Payable	WRAPROS INC.		8,218.66
A/P Accounts Payable Checking Totals:			Transactions: 31		\$232,833.02
Checks:		31	\$232,833.02		

Mick Shih
9-24-24

Chino Valley Fire District
September 25, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/25/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: A/P - Accounts Payable Checking					
Check	09/25/2024	60127 Accounts Payable	10-8RETROFIT.COM INC		190.00
Check	09/25/2024	60128 Accounts Payable	2 HOT UNIFORMS INC		171.27
Check	09/25/2024	60129 Accounts Payable	ARIZONA FIRE AND BURN EDUCATORS ASSOCIATION		300.00
Check	09/25/2024	60130 Accounts Payable	B & B LOCK & SECURITY INC		28.28
Check	09/25/2024	60131 Accounts Payable	BCN FINANCIAL INC		60.00
Check	09/25/2024	60132 Accounts Payable	BEST BEST & KRIEGER LLP		11,332.00
Check	09/25/2024	60133 Accounts Payable	CALIFORNIA TOOL & WELDING SUPPLY		149.93
Check	09/25/2024	60134 Accounts Payable	CANON FINANCIAL SERVICES INC		874.95
Check	09/25/2024	60135 Accounts Payable	CARDONA, FERNANDO		70.00
Check	09/25/2024	60136 Accounts Payable	CHAMPION NEWSPAPERS		1,169.50
Check	09/25/2024	60137 Accounts Payable	CHARTER COMMUNICATIONS INC		119.97
Check	09/25/2024	60138 Accounts Payable	CITY OF CHINO		395.68
Check	09/25/2024	60139 Accounts Payable	DANIELS TIRE SERVICE, INC.		354.86
Check	09/25/2024	60140 Accounts Payable	FELDMAN, FRANKIE		360.86
Check	09/25/2024	60141 Accounts Payable	FIRE APPARATUS SOLUTIONS INC		5,984.42
Check	09/25/2024	60142 Accounts Payable	FIRE-TACT BOOTS		1,336.10
Check	09/25/2024	60143 Accounts Payable	FLEETPRIDE INC		286.48
Check	09/25/2024	60144 Accounts Payable	FLYERS ENERGY, LLC		5,153.78
Check	09/25/2024	60145 Accounts Payable	FRONTIER COMMUNICATIONS		2,566.88
Check	09/25/2024	60146 Accounts Payable	GoTO TECHNOLOGIES USA INC		2,123.73
Check	09/25/2024	60147 Accounts Payable	GRAINGER		744.97
Check	09/25/2024	60148 Accounts Payable	GUARDIAN - APPLETON		3,699.20
Check	09/25/2024	60149 Accounts Payable	HOLROYD, CLARK		192.33
Check	09/25/2024	60150 Accounts Payable	HUNTER'S HEATING & AIR CONDITIONING INC		16,860.00
Check	09/25/2024	60151 Accounts Payable	KIDD, NANCY		1,166.51
Check	09/25/2024	60152 Accounts Payable	KIMCO STAFFING SERVICES INC.		5,242.01
Check	09/25/2024	60153 Accounts Payable	L N CURTIS & SONS INC		1,042.53
Check	09/25/2024	60154 Accounts Payable	LAW OFFICES OF DAVID GIVOT		6,161.28
Check	09/25/2024	60155 Accounts Payable	LEXIPOL LLC		10,136.76
Check	09/25/2024	60156 Accounts Payable	LIFE ASSIST		3,307.60
Check	09/25/2024	60157 Accounts Payable	McMASTER-CARR		82.32
Check	09/25/2024	60158 Accounts Payable	MUNICIPAL EMERGENCY SERVICES INC		9,709.39

User: Dawn Burns

Pages: 1 of 2

9/26/2024 9:01:07 AM

Chino Valley Fire District
September 25, 2024 Warrants

Bank Account: A/P - Accounts Payable Checking
 Batch Date: 09/25/2024

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	09/25/2024	60159 Accounts Payable	PARKES MD, KEVIN		3,750.00
Check	09/25/2024	60160 Accounts Payable	PFM ASSET MANAGEMENT INC		2,389.52
Check	09/25/2024	60161 Accounts Payable	PLUMBING METHOD INC		3,200.00
Check	09/25/2024	60162 Accounts Payable	PYRO-COMM SYSTEMS, INC		1,000.00
Check	09/25/2024	60163 Accounts Payable	QUINN COMPANY INC		118.03
Check	09/25/2024	60164 Accounts Payable	ROEBUCK, PETE		1,007.47
Check	09/25/2024	60165 Accounts Payable	ROJAS COMMUNICATIONS GROUP INC		4,800.00
Check	09/25/2024	60166 Accounts Payable	S D R M A		34,360.59
Check	09/25/2024	60167 Accounts Payable	SEDGWICK CMS INC		8,275.04
Check	09/25/2024	60168 Accounts Payable	SERVPRO OF EAST RIVERSIDE CITY INC		5,813.21
Check	09/25/2024	60169 Accounts Payable	SOUTH COAST AIR QUALITY MANAGEMENT		866.92
Check	09/25/2024	60170 Accounts Payable	SOUTHERN CALIFORNIA EDISON		37,266.51
Check	09/25/2024	60171 Accounts Payable	STANDARD DENTAL		19,682.04
Check	09/25/2024	60172 Accounts Payable	STAPLES BUSINESS ADVANTAGE		431.64
Check	09/25/2024	60173 Accounts Payable	STATE OF CALIFORNIA		150.00
Check	09/25/2024	60174 Accounts Payable	STEWART, GLEN		360.86
Check	09/25/2024	60175 Accounts Payable	TYLER TECHNOLOGIES INC		61,476.32
Check	09/25/2024	60176 Accounts Payable	VEOLIA WTS SERVICES USA, INC.		243.97
Check	09/25/2024	60177 Accounts Payable	VERIZON WIRELESS		6,474.64
Check	09/25/2024	60178 Accounts Payable	VISION SERVICE PLAN - (CA)		2,933.44
Check	09/25/2024	60179 Accounts Payable	WESTERN STATES TRANSMISSIONS INC		436.95
Check	09/25/2024	60180 Accounts Payable	WILLIAMS, WINN		500.00
Check	09/25/2024	60181 Accounts Payable	WINZER		885.49
A/P Accounts Payable Checking Totals:			Transactions: 55		<u>\$287,816.23</u>
Checks:	55	\$287,816.23			

Mark [Signature]
 9-30-24

**CHINO VALLEY INDEPENDENT FIRE DISTRICT
STAFF REPORT**

DATE: OCTOBER 9, 2024

**TO: HARVEY LUTH, BOARD PRESIDENT
ALL MEMBERS OF THE BOARD**

FROM: DAVE WILLIAMS, FIRE CHIEF

**SUBJECT: AGREEMENT WITH CITYGATE ASSOCIATES TO UPDATE CVFD
STANDARDS OF COVER ASSESSMENT AND MASTER PLAN UPDATE**

PURPOSE:

Purpose is to review, discuss and approve a contract with Citygate Associates in an amount not to exceed \$87,193, authorize a project contingency of up to 10% of the contract amount in the event of contract modifications requested by the District, and provide authority to the Fire Chief to execute related contract documents on behalf of the District.

DISCUSSION:

Planning for the future is a key function of Highly Reliable Organizations. The District has planned well to meet the needs of our growing communities, as evidenced by the District's exceptional quality of service, high employee engagement, remarkable facilities, and modern apparatus. A key principle of such planning is adherence to a cycle of assessment, development, implementation, and reassessment. Effective planning tools include workshops, stakeholder engagement, and a Standards of Cover Assessment (SOC). A comprehensive strategic plan is the product of this process.

In collaboration with the Board, staff is beginning the process of updating the Standards of Cover and Master Plan.

The current Standard of Cover assessment is due for an update. The District engaged with Citygate Associates in 2017 to conduct a SOC assessment and an update to the District's Master Plan. This comprehensive analysis provided insights that identified the potential future needs of the District. A prominent result of this effort validated the community's expectations and need for the development of Fire Station 68. Staff will work with Citygate to update the current SOC as a foundation for further strategic plan development. This update will focus on gap analysis and a future needs assessment.

Staff is recommending using Citygate Associates to update the 2017 plan which was also created by

Citygate. This will allow for efficiency in the process and satisfies the District's exceptions to competitive bidding requirements in section 3.12.270 of the District Purchasing Policy.

After conducting the SOC, staff will work with Citygate to formalize the CVFD Master Plan. This plan will provide a roadmap for implementing goals developed according to this process, consistent with the District's Mission, Vision, and Values.

The 24/25 budget includes \$60,000 for the Standards of Cover. Staff will bring forward a budget amendment for the project, should a majority of the expenses be incurred in 24/25, however, staff is anticipating that the project will be split between the 24/25 and 25/26 fiscal years.

RECOMMENDATION:

It is recommended that the Board review, discuss and approve the contract with Citygate Associates for an update to the Standards of Cover Assessment and update to the District's Master Plan in an amount not to exceed \$87,193, authorize a project contingency of up to 10% of the contract amount in the event of contract modifications requested by the District, and provide authority to the Fire Chief to execute related contract documents on behalf of the District.

ATTACHMENTS:

Citygate Associates Agreement

Citygate Proposal (Exhibit A and B)

**CHINO VALLEY INDEPENDENT FIRE DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of October 9, 2024 by and between the Chino Valley Independent Fire District, a public agency organized and operating under the laws of the State of California with its principal place of business at 14011 City Center Drive, Chino Hills, California 91709 (“District”), and Citygate Associates, LLC a Limited Liability Company with its principal place of business at 600 Coolidge Drive, Suite 150, Folsom, CA 95630(hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

Conduct a Standards of Cover Assessment and Master Plan Update (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Citygate Proposal attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B”(pages 17-19)) which makes clear the District will be charged at an hourly rate for actual work undertaken and billed to the District, with a total not-to-exceed is \$87,193 for all work by Consultant.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$87,193. This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Term

The term of this Agreement shall be effective October 9, 2024 and shall terminate upon delivery and District acceptance of the Final Report. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement

- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is

not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers. Consultant indemnification obligations stated herein shall not apply to acts, errors or omissions, or willful misconduct of the District.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

16 Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

17 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

18. Organization

Consultant shall assign Stewart Gary as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:
Chino Valley Independent Fire District
14011 City Center Drive

CONSULTANT:
Citygate Associates
600 Coolidge Drive, Suite 150

Chino Hills, California 91709
Attn: Fire Chief Dave Williams

Folsom, CA 95630
Attn: Chad Jackson, President

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CHINO VALLEY INDEPENDENT FIRE DISTRICT
AND CITYGATE ASSOCIATES, LLC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CHINO VALLEY INDEPENDENT
FIRE DISTRICT

CITYGATE ASSOCIATES, LLC

By: _____
DAVID WILLIAMS
FIRE CHIEF

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT TITLE]

EXHIBIT A

Scope of Services Citygate Proposal

EXHIBIT B

Schedule of Charges/Payments Citygate Proposal pages 17-19

Consultant will invoice District on a monthly cycle. Consultant will include with each invoice a detailed progress report describing work performed for each task. Consultant will inform District regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.



600 COOLIDGE DRIVE, SUITE 150 ▪ FOLSOM, CA 95630 ▪ PH (916) 458-5100 ▪ FX (916) 983-2090

July 26, 2024

Dave Williams, Fire Chief
Chino Valley Fire District
14011 City Center Drive
Chino Hills, CA 91709
dawilliams@chofire.org

RE: PROPOSAL TO CONDUCT A STANDARDS OF COVER ASSESSMENT AND MASTER PLAN UPDATE

Dear Chief Williams:

Citygate Associates (Citygate) is pleased to present its proposal to update the Chino Valley Fire District's (District) 2018 Standards of Cover Assessment and Master Plan. We understand the District desires this update to understand the impacts of continued service area growth and development to assist with near-term and longer-term planning and management of its programs and services.

As with our prior 2018 update, this study will be performed in accordance with the methodology outlined in *Standards of Response Coverage* (fifth and sixth editions) as published by the Commission on Fire Accreditation International (CFAI) and will address all the elements of the District's requested scope of work. The study will also incorporate guidelines and best practices in the field of deployment and risk analysis from the National Fire Protection Association (NFPA), the International Code Council (ICC), the Insurance Services Office (ISO), the CFAI, the California Occupational Safety and Health Administration (Cal/OSHA), relevant federal and state laws and regulations, and other recognized industry best practices.

PROJECT APPROACH AND METHODOLOGY

In addition to our customary techniques of reviewing agency data and documentation, Citygate utilizes Esri ArcGIS™ software to prepare analysis maps of the District's current deployment model and prospective alternate/future station locations. We also use StatsFD™ to analyze service demand and incident performance. Our assessment will address all scope of work elements requested by the District including but not limited to:

- ◆ Providing a general summary of the District and services provided.

- ◆ Providing a deployment Standards of Cover (SOC) analysis consistent with guidelines by the CFAI, the NFPA, the International Code Council (ICC), the ISO, Cal/OSHA, federal and state laws, and recognized industry best practices. This will include an assessment of the District's incident history records, the deployment plan's historic reliability, response effectiveness, distribution, and concentration analysis.
- ◆ Conducting a comprehensive Community Risk Assessment in conformance with NFPA 1300 – Standard on Community Risk Assessment and Community Risk Reduction Plan Development (2020 edition).
- ◆ Assessing EMS, wildland firefighting, technical rescue, and specialty deployment to identify optimal resource deployment locations and hours of service to best serve the District's evolving demographics and service demand needs.
- ◆ Reviewing and updating the District's administrative support functions to include staffing, organizational configuration, lines of authority, technical adequacy, regulatory compliance, performance metrics, workload capacity, and actual or potential single points of failure, if any.
- ◆ Preparing a comprehensive report that includes analysis-based findings and recommendations, including an executive summary presentation of the written report for District stakeholders.

Citygate will incorporate the eight components of the CFAI Standards of Coverage process for the Community Risk Assessment / Standards of Cover (CRA/SOC) element of this project as follows.

1. **Existing Deployment** – Citygate's Project Team will understand and describe the history, formation, authority, and general description of the District and the distinct communities it serves; the services provided; and its existing deployment model and performance measures.
2. **Community Outcome Expectations** – Citygate will review the community's current expectations for fire, EMS, and special hazard responses and will quantify outcome expectations resulting from our stakeholder interviews, as well as common expectations in urban/suburban communities.
3. **Community Risk Assessment** – Citygate will conduct a comprehensive community risk assessment to include a description and quantification of the values at risk to be protected, the fire and non-fire hazards likely to impact the community served as they relate to services provided by the District, and quantification of the overall risk posed by each hazard by planning area.

4. **Critical Task Analysis** – Citygate will review the essential tasks that must be performed, and the number of personnel required to deliver a stated outcome for a multiple-unit Effective Response Force (ERF).
5. **Distribution Analysis** – Citygate will evaluate the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units. We will also test prospective alternate station location(s) as desired for impact on response travel time coverage.
6. **Concentration Analysis** – Citygate will also evaluate the spacing of existing fire stations to provide an appropriate and timely ERF for larger or more complex emergencies.
7. **Reliability and Historical Response Effectiveness Studies** – Using recent response data and our StatsFD™ software tool, Citygate will evaluate historical system performance and the percentage of conformance to established response performance and recognized best-performance goals that the Districts current deployment system delivers. StatsFD will also display the locations, volume, and response times in Google Earth maps for visualization in addition to charts and graphs.
8. **Overall Deployment Evaluation** – Citygate’s Project Team will provide an overall evaluation of the District’s existing deployment relative to conformance with current performance metrics and recommended best practices for the service area’s values at risk, including what is working well, where improvements may be needed, and what new resources, if any, would be needed to implement the recommendations. Recommendations will consider the cost and the District’s ability to implement them. We will also provide updated recommended response performance goals as needed.

Our EMS, technical rescue, and specialty deployment assessment will be conducted in accordance with the CFAI, the NFPA, Cal/OSHA, relevant federal and state laws and regulations, and other recognized industry best practice guidelines and standards.

PROPOSED WORK PLAN

Our proposed detailed Work Plan includes the following five tasks incorporating all scope of work elements discussed with you on December 18, 2023 and July 17, 2024.

Task 1: Initiate and Manage Project

1.1 Develop Detailed Project Work Plan and Schedule

- ◆ Citygate has developed this proposed detailed Work Plan and project schedule to assist both the Citygate Project Team and District staff to monitor project progress.

1.2 Request and Review District Data and Documentation

- ◆ At the start of the project, Citygate will develop and submit a request for data and documentation, including relevant County and city General Plans; growth forecasts; District documentation, including (as available) dispatch and incident data, fleet inventory, staffing, facilities, response policies; and other relevant information.
- ◆ Citygate will also review available hazard- and risk-related information, travel time performance measure(s), and historical calls-for-service data from District data systems.
- ◆ Citygate will utilize Dropbox (an online file sharing service) to make it convenient for District staff to provide requested data/documentation.
- ◆ After receiving the requested documentation, Citygate will review it prior to conducting the start-up meeting and stakeholder interviews in the following subtasks. Citygate has found that reviewing this information prior to interviews improves the effectiveness and value of the interviews since it results in more specific questions and more definitive information.

1.3 Meet with District Representatives to Initiate the Project

- ◆ In collaboration with District staff, Citygate will review and finalize a detailed project Work Plan, schedule, activities, deliverables, roles and responsibilities, and project benchmarks.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In Citygate's experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To better understand the issues at stake in this study, Citygate will meet onsite or via videoconference with the key project stakeholders as appropriate or as requested, including:

- Elected or appointed community officials, including the two City Managers.
- Fire District leadership and other key staff.
- Employee labor group leadership.
- Other key project stakeholders as identified by the District.

1.4 Ongoing Project Management

- ◆ Citygate will provide monthly written status reports, along with an invoice, which describe work performed in the prior month, work scheduled in the upcoming month, and any project or budget issues.
- ◆ In addition, if a serious issue is encountered at any point in the project, Citygate will immediately call and/or email the District's Project Manager to work on an effective, timely resolution.

Meetings and Deliverables

There will be one on-site meeting for this task to initiate the project, and multiple in-person or videoconference meetings for stakeholder listening interviews. Citygate will also deliver the final project schedule and data/documentation request in writing as desired.

Task 2: Standards of Cover Assessment

2.1 General Overview of the District and Communities Served

The Citygate team will review, understand, and describe the District's service area, to include:

- ◆ General description, formation, and history of the District.
- ◆ Governance and lines of authority.
- ◆ Organizational design.
- ◆ Service area population and demographics.
- ◆ Geographic response zones.
- ◆ Operational staffing levels.
- ◆ Services provided.
- ◆ Current or draft performance goals, objectives, and measures.

- ◆ Mutual and automatic aid agreements.

2.2 Community Outcome Expectations

- ◆ Citygate will review any existing community expectations and performance goals relative to fire and EMS services, if any, and how they were determined. We will also describe the time constraints associated with saving critical EMS patients and rescuing trapped occupants from building fires and identify and describe any differential expectations relative to fire protection services and response performance from our stakeholder listening interviews.

2.3 Community Risk Assessment

Citygate will conduct a comprehensive analysis of community risks, including:

- ◆ Identification of geographic sub-jurisdictional risk assessment planning zones in collaboration with District leadership.
- ◆ Identification and quantification of the values at risk to be protected within the service area, as data is available.
- ◆ Identification of the fire and non-fire hazards with potential to adversely impact the service area relative to services provided by the District.
- ◆ Utilization of a three-axis risk assessment model evaluating probability of occurrence, impact extent, and consequence severity for each identified hazard by planning zone.
- ◆ Calculation of the total risk score and assignment of a descriptive risk rating for each identified hazard by planning zone.

2.4 Critical Task Analysis

We will describe the essential tasks that must be performed, and the number of personnel required to safely deliver a stated outcome for an Effective Response Force (ERF).

2.5 Distribution Analysis

Citygate will use Esri ArcGIS software mapping tool to study the effectiveness of existing station locations to understand the existing deployment system's performance and test proposed service measures by risk types in different zones for first-due, all-risk units. Citygate's subcontractor, Silver GIS, LLC will prepare the GIS maps, including expected travel time coverage.

2.6 Concentration Analysis

We will also conduct a comprehensive analysis of the District's capability to assemble an Effective Response Force (ERF) to resolve more serious or complex situations using the same Esri ArcGIS software mapping tool.

2.7 Reliability and Historical Response Effectiveness Analysis

Citygate will utilize the StatsFDTM incident statistics analysis tool to study the effectiveness of existing station locations to understand current deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units to include:

- ◆ Current response workload of each staffed fire company, including crew unit-hour utilization.
- ◆ Concurrent service demand and operational impacts.
- ◆ Historical response performance components.
- ◆ Mutual and automatic aid provided and received.
- ◆ Review of actual or estimated failure rates of individual companies.

2.8 Overall Deployment Evaluation and Recommendations

We will provide an overall deployment analysis summary with recommended performance objectives by risk type, including measures and compliance methodologies that best align with recognized industry best practices, community expectations, and current and prospective future District resources. Citygate's overall deployment analysis summary will include:

- ◆ A summary of overall service demand and the prospective impacts of projected future service area growth and development on service demand.
- ◆ A summary assessment of the current deployment system's ability to protect the values at risk within the District's service area, including fire station locations, quantity and types of apparatus, operational staffing levels, specialized technical capabilities, and first due and ERF response performance.
- ◆ Recommendations, as needed, for revised performance objectives by risk type, including measures and compliance methodologies in alignment with recognized industry best practices, community expectations, and current and prospective future District resources.
- ◆ Identification of areas that are underserved, inefficient, or over-covered.

- ◆ Recommendations as needed for operational staffing enhancements, if any.
- ◆ Recommended deployment or operational changes as appropriate to provide the desired base level of fire and EMS services.

Meetings and Deliverables

Citygate anticipates the potential for follow-up videoconference meetings with District staff as needed. Findings and recommendations from this task will be incorporated into the preliminary findings briefing and Draft and Final Reports in Task 5.

Task 3: Headquarters Services Assessment Update

In this task, the Citygate project team will review and update all District support functions from the previous Master Plan as appropriate.

3.1 Current Administrative Support Organization

Citygate will review and update all current District support functions for organizational configuration, lines of authority, staffing/supervisory adequacy, regulatory compliance as applicable, technical adequacy, performance metrics, workload capacity, and actual or potential single points of failure, if any.

3.2 Prospective Future Administrative Support Needs

Citygate will also evaluate and recommend an administrative organization appropriate to support the District's mission given projected service area population, development, and associated service demand growth along with any evolving demographics of the communities served.

Meetings and Deliverables

Citygate anticipates two to three days onsite as needed to complete this task. Findings and recommendations from this task will be incorporated into the preliminary findings briefing and Draft and Final Reports in Task 5.

Task 4: Future Service Needs Assessment Update

In this task, the Citygate project team will update future service needs to include:

- ◆ Projected service area population growth
- ◆ Projected future emergency and non-emergency service demand

- ◆ Future facility needs, including any needed or recommended upgrades
- ◆ Projected future operational and administrative support staffing needs
- ◆ Projected future automotive fleet needs
- ◆ Potential opportunities to enhance efficacy
- ◆ Potential future EMS opportunities.

Meetings and Deliverables

Citygate anticipates no meetings will be needed to complete this task. Findings and recommendations from this task will be incorporated into the preliminary findings briefing and Draft and Final Reports in Task 5.

Task 5: Prepare and Submit Draft and Final Report

5.1 Prepare and Conduct a Preliminary Findings Briefing

Upon completion of Task 4, Citygate will prepare and conduct an on-site Preliminary Findings Briefing of our research and analysis to date for the District's project team, including our deployment analysis, risk assessment, incident statistical analysis, and emerging findings and recommendations. During this briefing, we will discuss any anomalies in the data or analysis and resolve any remaining issues.

Pursuant to input received from the District, Citygate will make any data-driven changes and then refinements, if needed, will be incorporated into the Draft Report.

5.2 Prepare and Submit Draft Report with Exhibits

The entire Citygate team will prepare and submit a Draft Report, including appropriate statistical and geographic mapping exhibits, to include:

- ◆ An Executive Summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- ◆ Detailed narrative analysis of each report component structured in easy-to-read sections, accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- ◆ Clearly designated findings and recommendations highlighted for easy reference.
- ◆ Supportive charts, graphs, and diagrams, where appropriate.

- ◆ Supportive maps, as necessary.
- ◆ Appendices, exhibits, and attachments, as necessary.

Upon completion of the Draft Report, an electronic version in Microsoft Word will be sent to the District's project representative for comments using the "track changes" and "insert comment" tools in Word.

5.3 Review Draft Report with the District's Project Team

Citygate's normal practice is to review the Draft Report with management personnel to ensure that the factual basis for the recommendations is correct and to allow time for a thorough review. In addition, Citygate takes time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

- ◆ Citygate will facilitate a videoconference review of the Draft Report with the District's project team.

5.4 Prepare and Deliver Final Report

The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how the review was conducted, what issues were identified, why the recommendations were made, and how implementation should be accomplished.

Based on results of the review process, Citygate will prepare and submit an Executive Summary and comprehensive Final Report, including appropriate statistical, mapping, and other exhibits as needed.

The final work product will include:

- ◆ A summary of how the approach and analyses were conducted.
- ◆ A summary of the District's current deployment model and response performance, including any opportunities for improvement.
- ◆ Identification of service delivery expectations.
- ◆ An analysis of the values to be protected within the service area, along with identification and evaluation of potential hazards and overall risk.
- ◆ An analysis of the efficiency of the current deployment scheme of firefighting resources within the District's service area.
- ◆ An analysis of the District's ability to meet its fire and EMS first responder deployment needs and expectations.

- ◆ Recommendations for deployment of existing resources, including projected growth, within the service area to optimize service delivery.
- ◆ Recommendations for deployment of new resources, changes to fire station location, or changes to staffing, if any, to meet current and near-term future service delivery needs.
- ◆ Provision of supporting data and rationale for all recommendations.
- ◆ Provision of supporting statistics and other visual data to fully illustrate the current situation and recommendations.

5.5 Final Report Presentation

Citygate will prepare and present key elements of the Final Report to an audience as determined by the District's Project Manager using Microsoft PowerPoint. The presentation shall include the following:

- ◆ A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- ◆ Supportive audio-visual presentation.
- ◆ Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate.
- ◆ Opportunity for questions and answers, as needed.
- ◆ All presentation materials, files, graphics, and written materials will be provided to the District at the conclusion of the presentation.

(OPTIONAL) Citygate's AudMod™

If desired, Citygate is prepared to offer a further service option that can be added to the final scope and costed as part of the final project budgeting process. Citygate has brought a new form of audio production to the world of consulting. We call it AudMod™ (short for "Audio Module").

What could AudMod™ accomplish for the District?

- ◆ A first-of-its-kind, fully produced, "podcast"-style audio experience that is hosted on our website and aimed at an audience of the District's choosing.
- ◆ Summarizes important elements of Citygate's Final Report with added narrative context and interviews.

- ◆ Provides a means to absorb the key content of a report from your phone, tablet, computer, etc.
- ◆ Offers unprecedented convenience—listen while driving, exercising, etc.
- ◆ 15–25 minutes in length.
- ◆ Offers a further way to maximize retention and resulting implementation efforts related to an engagement.
- ◆ Can feature multiple people interviewed separately and edited for maximum impact—Citygate’s own Project Team members, elected and appointed District representatives, etc.—all geared to an audience of your choosing.

To hear an example of this additional service option, please visit the following link:

<https://citygateassociates.com/audmod-sjb/>

AudMod™ represents a means of ensuring report content is engaged and understood by both District personnel and invested residents. Many who might not read a report are far more likely to listen to a report summary. With that increase in permeation will come an increase in retention and implementation, thus increasing an engagement’s potential for impact and success within your District or community.

AudMod™ also represents a new platform for District leaders to communicate with the people they serve and/or District personnel in a way that promotes transparency and accountability and demonstrates its commitment to service via its investment in a consulting study.

Meetings and Deliverables

There will be one onsite meeting to present the Preliminary Findings Briefing to the District’s project team. There will also be one videoconference meeting to review the Draft Report with the District’s project team, and one on-site presentation of key elements of the Final Report.

Deliverables for this task include the Preliminary Findings Briefing, comprehensive Draft and Final Report, including statistical and mapping exhibits, and a Microsoft PowerPoint presentation of key elements of the Final Report to an audience as determined by the District’s project representative.

If the option is selected, Citygate will also provide the fully produced Audio Module.

PROPOSED PROJECT SCHEDULE

Citygate is prepared to initiate this study upon execution of a contract for services. We expect this study to take approximately six months to complete as summarized in the following chart.

Proposed Project Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1 Initiate and Manage Study	█					
2 Standards of Cover Assessment						
3 Headquarters Services Assessment						
4 Future Service Needs Assessment						
5 Draft and Final Report						

Issue Document Request Start-Up Meeting / Stakeholder Listening Preliminary Findings Briefing

Submit Draft Report Draft Report Review Submit Final Report Final Report Presentation

STUDY COMPONENTS WITH WHICH THE DISTRICT MUST ASSIST

District staff have the best capability to collect much of the required data and information that can assist the Citygate study. Therefore, Citygate asks the District to assist with:

- ◆ Providing data and documents describing the organization, services, budgets, expenses and performance measures, and other information as requested by Citygate, as available.
- ◆ Identifying a single point of contact for this project.

CITYGATE PROJECT TEAM / ROLES

The qualifications of the Project Team are critical, as it is the expertise and capabilities of the consultants involved in the project that will ultimately determine the project’s outcome. Citygate has carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this study.

Citygate Project Team

Primary members of our Project Team include the following experienced consultants.



Chief Stewart Gary, MPA, Public Safety Principal



Chief Gary is the Public Safety Principal for Citygate Associates and is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For 14 years, he was a lead instructor, program content developer, and consultant for the Standards of Coverage process. For many years he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy, and he teaches and consults across the United States and Canada on the Standards of Coverage process.

Over the last 23 years, Chief Gary has performed over 500 organizational and deployment studies throughout the country and has directed every fire services project, including Citygate’s many projects in California.

Chief Gary will provide project oversight and technical assistance as needed and review all written work products for this engagement.

Chief Samuel Mazza, CFC, CFO, EFO, Senior Fire Services Specialist and Project Manager



Chief Mazza is a Senior Fire and Emergency Services Specialist with over 40 years of fire service experience. He is the retired Fire Chief of the City of Monterey, California, where he oversaw a successful consolidation of fire services with the City of Pacific Grove. Prior to his service with Monterey, Chief Mazza spent over 30 years with CAL FIRE in numerous assignments spanning state, county, and fire and special district services. He has extensive collaborative and command experience, including appointment as the Incident Commander on a statewide Incident Management Team, and he continues to serve as a member of the Monterey County Emergency Operations Center staff. Chief Mazza is also a California state Certified Fire Chief, CPSE Chief Fire Officer, Executive Fire Officer, and National Fire Academy instructor. Chief Mazza has led many deployment and master planning projects.

Chief Mazza will manage the project, facilitate information and data gathering, lead/conduct the technical work, and prepare and present the Final Report elements.

Chief Landon Stallings, BSCE, FSCEO, Fire and EMS Specialist



Chief Stallings, the former Operations Assistant Chief of the Fort Worth Fire Department, retired in 2021 after 35 years of service. During his career, he also served as a firefighter, Captain, Battalion Chief, Chief Training Officer, Fire Marshal, and Shift Commander. He has worked extensively in managing deployment, special operations, training initiatives and complex incidents. During his tenure as Fire Marshal, he worked closely with other City departments on large-scale special events, economic development, code adoption and process improvements. Chief Stallings also served as a union officer in his International Association of Firefighters Local 440, focusing on health and safety issues.

Chief Stallings holds a bachelor's degree in Civil Engineering from the University of Texas at Arlington. He earned a Fire Service Chief Executive Officer certificate from the Texas Engineering and Extension Service. He continues to serve as a Task Force Leader on FEMA-sponsored Urban Search and Rescue Task Force 1, as well as on a FEMA strategic plan subcommittee for US&R. Chief Stallings has been deployed to many federal incidents in multiple states.

Chief Stallings will assist with project research and technical analysis as needed.

Mathew Rush, MA, Fire and Public Safety Services Specialist



Mathew Rush served three decades with the Austin Fire Department. He is an innovative and accomplished public safety professional with experience spanning a wide range of disciplines including strategic planning, program development, and exercise execution with demonstrated leadership skills in crew resource management, analytics, and critical thinking. Over the course of his career, he implemented numerous policy, operational, and equipment programs for the department and championed multiple cross-disciplinary public safety initiatives through direct involvement and advocacy with the Austin City Council, mayor's office, and the Public Safety Commission. At the time of his retirement, Mr. Rush had contributed subject matter expertise across a 12-discipline response model, annual budget and grant procurement allocation, and training curriculum planning and implementation for the AFD Special Operations Division.

Mr. Rush was the architect of the AFD role within the Department of Homeland Security Fusion Center network and the FBI Joint Terrorism Task Force (JTTF). He served as the fire service liaison to the DHS primary and recognized fusion centers and was chosen to lead the department's inter-service collaboration with other local, state, and federal homeland security agencies. Mr. Rush was a principal creator in the formation of the Fire Ground Officer Course, a program focused on team development, engagement, critical thinking, and leadership skills. He also pioneered the creation of the Active Threat Workgroup, a multidisciplinary public safety agency workgroup

dedicated to preparing agencies and city government officials to resolve incidents involving complex coordinated threats.

Mr. Rush is a member of the International Association of Fire Chiefs Terrorism and Homeland Security Committee, holds a master's degree in security studies from the United States Naval Postgraduate School, and is a two-time recipient of the AFD Medal of Valor.

Mr. Rush will assist with project research and technical analysis as needed.

Chad Jackson, MBA, Citygate President



Mr. Jackson is Citygate's President and has approximately 20 years of experience in local government consulting. Having previously served as Citygate's Vice President, Mr. Jackson has served over 500 clients since joining Citygate, and has provided leadership to all aspects of the firm's operations for over a decade. Mr. Jackson is passionate about supporting and empowering local government leaders, with a focus on building executive-level consulting teams that are driven to tackle the most complex issues and challenges across every local government function. Proficient in all aspects of Citygate's many service lines to cities, counties, and districts—as well as their diverse organizational cultures—he is also a certified MERIT Profile consultant and trainer, specializing in helping organizations connect their values and culture to key recruitment decisions.

Mr. Jackson earned his master's degree in business administration from the University of California, Davis, with a focus on organizational management and entrepreneurship. He earned his bachelor's degree in communication studies from California State University, Sacramento.

Mr. Jackson is responsible for ensuring that the project is conducted smoothly and efficiently within the schedule and budget allocated and that project deliverables meet the highest quality standards.

Michael Fay (Animated Data), Statistical Specialist



Mr. Fay has assisted Citygate with deployment studies for over 20 years. He has over 30 years of experience as a firefighter, EMS director, educator, consultant, and publisher. As President of Animated Data, Inc., he is the designer and publisher of StatsFD™, formerly NFIRS 5 Alive. Using standard NFIRS 5 datasets, StatsFD™ quickly performs diagnostic analyses of fire department operations.

Mr. Fay will perform detailed statistical analysis of prior incident data, particularly response times from fire dispatch CAD and fire NFIRS/EMS incident report systems.

Ben Silver, Geo-Mapping Specialist



Silver GIS, LLC is a Seattle-based Citygate subcontractor specializing in helping organizations address complex challenges through spatial analysis and mapping solutions. Ben Silver at Silver GIS provides advanced data analytics and Geographic Information Systems (GIS) mapping support for Citygate.

Mr. Silver will conduct the geo-mapping analysis for the fire station / crew deployment element of the study.

PROJECT COSTS

Our charges are based on **actual time** spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work as follows:

Project Team Consulting Fees	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	GIS Data	Total Project Cost
\$72,755	\$5,457	\$6,481	\$2,500	\$87,193

As detailed in Task 5 of our proposed Work Plan, Citygate is prepared to offer a further service option. Total price varies based on the breadth and depth of the desired audio module, which can be determined during final Scope of Work discussion.

Optional Service	Project Team Consulting Fees	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	GIS Data	Total Option Cost
AudMod™	\$4,520	\$339	\$0	\$0	\$4,859

This cost proposal reflects our best effort to be responsive to the District’s needs for this project. If our proposed scope of work and costs are not in alignment with District needs or expectations, we are open to discussing modifications.

The price quoted is effective for 90 days and includes one Draft Plan review cycle. Additional draft cycles or processing delays requested by the District would be billed in addition to the contracted amount at our time and materials rates.

Hourly Rates

Classification	Rate	Consultant
Citygate President	\$260 per hour	Chad Jackson
Public Safety Principal	\$260 per hour	Stewart Gary
Senior Fire Services Specialist / Project Manager	\$250 per hour	Samuel Mazza
Fire and EMS Specialist	\$205 per hour	Landon Stallings
Homeland Security / Special Operations Specialist	\$195 per hour	Matthew Rush
Statistical Specialist	\$195 per hour	Michael Fay
Geo-Mapping Specialist	\$225 per hour	Ben Silver
Data Analyst	\$175 per hour	Various
Report Project Administrator	\$140 per hour	Various
Administrative Support	\$100 per hour	Various

Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a 7.5 percent (7.5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate’s billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. We prefer to receive payment through ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

* * *

If this proposal is acceptable, you can sign acceptance on the following page, or forward a standard consultant contract for us to complete.

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate. For questions concerning this proposal, please contact Stewart Gary, Citygate’s Public Safety

Chief Williams
July 26, 2024
Page 19

Principal, at (916) 458-5100, extension 305 or via email at sgary@citygateassociates.com. Please also send emails to admin@citygateassociates.com to ensure a prompt response.

Sincerely,



Chad Jackson, MBA
President

cc: Stewart Gary
Samuel Mazza

Acceptance of Citygate's proposal and terms:

Name Signature

Title Date

CHINO VALLEY INDEPENDENT FIRE DISTRICT

NO STAFF REPORT

**RESOLUTION NO. 2024-16 PERTAINING TO UNREPRESENTED CONFIDENTIAL
EMPLOYEE COMPENSATION**

The purpose is to present for approval changes to compensation and benefits for unrepresented Confidential employees.

RECOMMENDATION:

It is recommended that the Board of Directors review, approve and adopt Resolution No. 2024-16 ratifying the compensation and benefit changes for confidential employees subject to any minor, technical, or non-substantive changes as approved by legal counsel.

ATTACHMENTS:

Resolution No. 2024-16

RESOLUTION NO. 2024-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHINO VALLEY INDEPENDENT FIRE DISTRICT, COUNTY OF SAN BERNARDINO, CALIFORNIA, AMENDING RESOLUTION NO. 2021-17 AND APPROVING AND RATIFYING CHANGES TO COMPENSATION PROVISIONS PERTAINING TO UNPRESENTED CONFIDENTIAL EMPLOYEES

WHEREAS, the District has identified specific positions that are Confidential as defined under the California Government Code (Section 3500, et seq.); and

WHEREAS, these Confidential positions are not represented by a collective bargaining group; and

WHEREAS, the District desires to regularly review the compensation provisions for these classifications as it does for the represented bargaining groups; and

WHEREAS, the District has adopted specific compensation provisions for these classifications relative to the conditions both within the District and the surrounding job market; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CHINO VALLEY INDEPENDENT FIRE DISTRICT does hereby resolve, declare, determine, and order as follows:

Section 1. Employees in Confidential positions will receive the following salary and benefit changes:

- Term: Three (3) year term beginning July 1, 2024 and ending June 30, 2027.
- Salary increase of two percent (2%) effective the first pay period that includes July 1, 2024; two percent (2%) effective the first pay period that includes July 1, 2025; and two percent (2%) effective the first pay period that includes July 1, 2026.
- Additional District contribution of two hundred fifty dollars (\$250) per month to the cafeteria benefit plan effective the first pay period that includes July 1, 2024 for a total of \$1,815 per month); an additional one hundred thirty-five (\$135) per month to the cafeteria benefit plan effective the first pay period that includes July 1, 2025 for a total of \$1,950; and an additional two hundred fifty dollars (\$250) per month to the cafeteria benefit plan effective the first pay period that includes July 1, 2026 for a total of \$2,200.
- Educational Incentive Pay effective the first pay period that includes July 1, 2024 of one hundred fifty dollars (\$150) per month for Associate's degree; two hundred fifty (\$250) per month for Bachelor's Degree; three hundred dollars (\$300) per month for Master's degree. Amounts are not cumulative. Proof of degree to be provided to Human Resources.

- Sr. Information Technology Analyst to be classified as exempt and be provided sixty (60) hours of administrative leave per year starting January 1, 2025; ten (10) administrative leave hours will be prorated effective the first pay period after approval of this resolution.
- Changes to Cash Out of Vacation Time: Once a Confidential employee accrues eighty (80) hours of vacation pay, the employee may make a written election to cash-out and/or direct to a District 457(b) Plan account some or all of the leave pay that the employee will accrue in the following year. Such election to cash-out and/or direct to a District 457(b) Plan account must be made by the employee on or before December 31 of the year prior to the employee’s payout date for the vacation leave pay being cashed-out or directed to a District 457(b) Plan account. Such election will be irrevocable once made.
- After one year of employment and once a confidential employee accrues vacation and sick leave hours, the employee may make a written election to cash-out and/or direct to a District 457(b) Plan account some or all of the vacation and/or sick leave pay that the employee will accrue in the following year. Such election to cash-out and/or direct to a District 457(b) Plan account leave pay must be made by the employee on or before December 31st of the year prior to the Unit member’s payout date for the leave pay being cashed-out or directed to a District 457(b) Plan account. Such election will be irrevocable once made. The payout date for the cashed-out leave pay will be in the first full pay period after December 1 of each year, and must be a date by which the employee will have accrued in such payout year leave pay which equals or exceeds the amount of leave pay which the employee has elected to cash-out.

Section 2. The Clerk of the Board shall certify to the passage and adoption of this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the Chino Valley Independent Fire District Board of Directors at a regular meeting held on the 9th day of October, 2024, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

 HARVEY LUTH, PRESIDENT

ATTEST:

 ANGELA ROBLES, CLERK OF THE BOARD

ATTACHMENT A

Confidential Employees Salary Schedule Effective the Pay Period Including July 1, 2024

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Accountant - Confidential	Hourly	\$41.71	\$43.80	\$45.99	\$48.29	\$50.70
	Monthly	\$7,229.73	\$7,592.00	\$7,971.60	\$8,370.27	\$8,788.00
Deputy Clerk of the Board - Confidential	Hourly	\$38.31	\$40.23	\$42.24	\$44.35	\$46.57
	Monthly	\$6,640.40	\$6,973.20	\$7,321.60	\$7,687.33	\$8,072.13
Human Resources Specialist - Confidential	Hourly	\$35.38	\$37.15	\$39.01	\$40.96	\$43.01
	Monthly	\$6,132.53	\$6,439.33	\$6,761.73	\$7,099.73	\$7,455.07
Payroll Administrator - Confidential	Hourly	\$41.71	\$43.80	\$45.99	\$48.29	\$50.70
	Monthly	\$7,229.73	\$7,592.00	\$7,971.60	\$8,370.27	\$8,788.00
Senior IT Support Analyst - Confidential	Hourly	\$56.58	\$59.41	\$62.38	\$65.50	\$68.78
	Monthly	\$9,807.20	\$10,297.73	\$10,812.53	\$11,353.33	\$11,921.87

Confidential Employees Salary Schedule Effective the Pay Period Including July 1, 2025

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Accountant - Confidential	Hourly	\$42.54	\$44.67	\$46.90	\$49.25	\$51.71
	Monthly	\$7,373.60	\$7,742.80	\$8,129.33	\$8,536.67	\$8,963.07
Deputy Clerk of the Board - Confidential	Hourly	\$39.08	\$41.03	\$43.08	\$45.23	\$47.49
	Monthly	\$6,773.87	\$7,111.87	\$7,467.20	\$7,839.87	\$8,231.60
Human Resources Specialist - Confidential	Hourly	\$36.09	\$37.89	\$39.78	\$41.77	\$43.86
	Monthly	\$6,255.60	\$6,567.60	\$6,895.20	\$7,240.13	\$7,602.40
Payroll Administrator - Confidential	Hourly	\$42.54	\$44.67	\$46.90	\$49.25	\$51.71
	Monthly	\$7,373.60	\$7,742.80	\$8,129.33	\$8,536.67	\$8,963.07
Senior IT Support Analyst - Confidential	Hourly	\$57.71	\$60.60	\$63.63	\$66.81	\$70.15
	Monthly	\$10,003.07	\$10,504.00	\$11,029.20	\$11,580.40	\$12,159.33

Confidential Employees Salary Schedule Effective the Pay Period Including July 1, 2026

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Accountant - Confidential	Hourly	\$43.39	\$45.56	\$47.84	\$50.23	\$52.74
	Monthly	\$7,520.93	\$7,897.07	\$8,292.27	\$8,706.53	\$9,141.60
Deputy Clerk of the Board - Confidential	Hourly	\$39.86	\$41.85	\$43.94	\$46.14	\$48.45
	Monthly	\$6,909.07	\$7,254.00	\$7,616.27	\$7,997.60	\$8,398.00
Human Resources Specialist - Confidential	Hourly	\$36.81	\$38.65	\$40.58	\$42.61	\$44.74
	Monthly	\$6,380.40	\$6,699.33	\$7,033.87	\$7,385.73	\$7,754.93
Payroll Administrator - Confidential	Hourly	\$43.39	\$45.56	\$47.84	\$50.23	\$52.74
	Monthly	\$7,520.93	\$7,897.07	\$8,292.27	\$8,706.53	\$9,141.60
Senior IT Support Analyst - Confidential	Hourly	\$58.86	\$61.80	\$64.89	\$68.13	\$71.54
	Monthly	\$10,202.40	\$10,712.00	\$11,247.60	\$11,809.20	\$12,400.27

CHINO VALLEY INDEPENDENT FIRE DISTRICT

NO STAFF REPORT

**RESOLUTION NO. 2024-17 PERTAINING TO UNREPRESENTED MANAGEMENT
EMPLOYEE COMPENSATION**

The purpose is to present for approval changes to compensation and benefits for unrepresented management employees.

RECOMMENDATION:

It is recommended that the Board of Directors review, approve and adopt Resolution No. 2024-17 ratifying the compensation and benefit changes for unrepresented management employees subject to any minor, technical, or non-substantive changes as approved by legal counsel.

ATTACHMENTS:

Resolution No. 2024-17

RESOLUTION NO. 2024-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHINO VALLEY INDEPENDENT FIRE DISTRICT, COUNTY OF SAN BERNARDINO, CALIFORNIA, AMENDING RESOLUTION NO. 2021-18 AND APPROVING AND RATIFYING CHANGES TO COMPENSATION PROVISIONS PERTAINING TO UNPRESENTED MANAGEMENT EMPLOYEES

WHEREAS, the job classifications of Deputy Chief, Battalion Chief, Administrative Battalion Chief, Clerk of the Board, EMS Nurse, Finance Director, Fire Marshal, Human Resources Director, and Assistant to the Fire Chief are categorized as Management positions; and

WHEREAS, these classifications are not represented as a collective bargaining group; and

WHEREAS, the District desires to regularly review the compensation provisions for these classifications as it does for the represented bargaining groups; and

WHEREAS, the District has adopted specific compensation provisions for these classifications relative to the conditions both within the District and the surrounding job market; and

WHEREAS, it is appropriate to consider subsequent changes at this time.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CHINO VALLEY INDEPENDENT FIRE DISTRICT does hereby resolve, declare, determine, and order as follows:

Section 1. Employees in Management positions will receive the following salary and benefit changes:

- Salary increase of five percent (5%) effective the first pay period that includes July 1, 2024; three percent (3%) effective the first pay period that includes July 1, 2025; and three percent (3%) effective the first pay period that includes July 1, 2026.
- Additional District contribution of two hundred fifty dollars (\$250) per month to the cafeteria benefit plan effective the first pay period that includes July 1, 2024 for a total of \$1,815 per month; an additional one hundred thirty-five (\$135) per month to the cafeteria benefit plan effective the first pay period that includes July 1, 2025 for a total of \$1,950; and an additional two hundred fifty dollars (\$250) per month to the cafeteria benefit plan effective the first pay period that includes July 1, 2026 for a total of \$2,200.

-
- Emergency Medical Technician (EMT) Pay of three hundred dollars (\$300) per month for Battalion Chiefs and Deputy Chiefs who maintain EMT certification effective the first pay period that includes July 1, 2024. Certificate to be provided to Human Resources.
 - Safety Officer Training/Coordinator Premium Pay of three hundred dollars (\$300) for EMS Nurse effective the first pay period that includes July 1, 2024. Certificate to be provided to Human Resources.
 - Automobile Allowance of four hundred dollars (\$400) per month for Assistant to the Fire Chief, Clerk of the Board, Finance Director, Fire Marshal, and Human Resources Director effective the first pay period that includes July 1, 2024.
 - Educational Incentive Pay effective the first pay period that includes July 1, 2024 of four hundred dollars (\$400) per month for graduate or doctoral degree; two hundred fifty (\$250) per month for Bachelor's Degree; one hundred fifty (\$150) per month for Associate's Degree. Amounts are not cumulative. Proof of degree to be provided to Human Resources.
 - Annual Physical Exam Pay of one hundred dollars (\$100) per month for Assistant to the Fire Chief, Clerk of the Board, EMS Nurse, Finance Director, Fire Marshal, and Human Resources Director effective when proof of the physical exam is provided to Human Resources. Physicals must be completed on an annual basis with proof provided to Human Resources.
 - Increase in Administrative Leave hours from eighty (80) hours per year to one hundred (100) hours per year effective January 1.
 - After one year of employment and once a management employee accrues vacation and sick leave hours based on their classification/assignment, the employee may make a written election to cash-out and/or direct to a District 457(b) Plan account some or all of the vacation and/or sick leave pay that the employee will accrue in the following year. Such election to cash-out and/or direct to a District 457(b) Plan account leave pay must be made by the employee on or before December 31st of the year prior to the Unit member's payout date for the leave pay being cashed-out or directed to a District 457(b) Plan account. Such election will be irrevocable once made. The payout date for the cashed-out leave pay will be in the first full pay period after December 1 of each year, and must be a date by which the Unit member will have accrued in such payout year leave pay which equals or exceeds the amount of leave pay which the Unit member has elected to cash-out.
 - Annual Vacation Accumulation: For Assistant to the Fire Chief, Clerk of the Board, EMS Nurse, Finance Director, Fire Marshal, and Human Resources Director, maximum vacation hours will cap at six hundred sixty-eight (668) hours.

Pay Period	Accrual Rate Annual	Accrual Rate by Pay Period	Max. Allowable Unused Balance
1-26	104 Hours	4.00 Hours	430
27-52	112 Hours	4.31 Hours	430
53-78	120 Hours	4.61 Hours	430
79-104	128 Hours	4.92 Hours	430
105-156	144 Hours	5.54 Hours	509
157-182	152 Hours	5.84 Hours	509
183-208	160 Hours	6.15 Hours	509
209-234	168 Hours	6.46 Hours	509
235-494	184 Hours	7.07 Hours	589
495+	192 Hours	7.38 Hours	668

- Term: Three (3) year term beginning July 1, 2024 and ending June 30, 2027. All terms concerning wages, benefits, and working conditions shall continue beyond this term until a new resolution is passed and adopted by the Board.

Section 2. The Clerk of the Board shall certify to the passage and adoption of this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the Chino Valley Independent Fire District Board of Directors at a regular meeting held on the 9th day of October, 2024, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

 HARVEY LUTH, PRESIDENT

ATTEST:

 ANGELA ROBLES, CLERK OF THE BOARD

ATTACHMENT A

Management Salary Schedule Effective the Pay Period Including July 1, 2024

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Assistant to the Fire Chief	Hourly	\$60.47	\$63.49	\$66.66	\$69.99	\$73.49
	Monthly	\$10,481.47	\$11,004.93	\$11,554.40	\$12,131.60	\$12,738.27
Battalion Chief (Shift)	Hourly	\$60.42	\$63.44	\$66.61	\$69.94	\$73.44
	Monthly	\$14,661.92	\$15,394.77	\$16,164.03	\$16,972.11	\$17,821.44
Battalion Chief (40 Hour)	Hourly	\$97.27	\$102.13	\$107.24	\$112.60	\$118.23
	Monthly	\$16,860.13	\$17,702.53	\$18,588.27	\$19,517.33	\$20,493.20
Clerk of the Board	Hourly	\$77.45	\$81.32	\$85.39	\$89.66	\$94.14
	Monthly	\$13,424.67	\$14,095.47	\$14,800.93	\$15,541.07	\$16,317.60
Deputy Chief	Hourly	\$109.15	\$114.61	\$120.34	\$126.36	\$132.68
	Monthly	\$18,919.33	\$19,865.73	\$20,858.93	\$21,902.40	\$22,997.87
EMS Nurse	Hourly	\$73.55	\$77.23	\$81.09	\$85.14	\$89.40
	Monthly	\$12,748.67	\$13,386.53	\$14,055.60	\$14,757.60	\$15,496.00
Finance Director	Hourly	\$85.84	\$90.13	\$94.64	\$99.37	\$104.34
	Monthly	\$14,878.93	\$15,622.53	\$16,404.27	\$17,224.13	\$18,085.60
Fire Marshal	Hourly	\$73.75	\$77.44	\$81.31	\$85.38	\$89.65
	Monthly	\$12,783.33	\$13,422.93	\$14,093.73	\$14,799.20	\$15,539.33
Human Resources Director	Hourly	\$85.84	\$90.13	\$94.64	\$99.37	\$104.34
	Monthly	\$14,878.93	\$15,622.53	\$16,404.27	\$17,224.13	\$18,085.60

Management Salary Schedule Effective the Pay Period Including July 1, 2025

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Assistant to the Fire Chief	Hourly	\$62.28	\$65.39	\$68.66	\$72.09	\$75.69
	Monthly	\$10,795.20	\$11,334.27	\$11,901.07	\$12,495.60	\$13,119.60
Battalion Chief (Shift)	Hourly	\$62.23	\$65.34	\$68.61	\$72.04	\$75.64
	Monthly	\$15,101.15	\$15,855.84	\$16,649.36	\$17,481.71	\$18,355.31
Battalion Chief (40 Hour)	Hourly	\$100.19	\$105.20	\$110.46	\$115.98	\$121.78
	Monthly	\$17,366.27	\$18,234.67	\$19,146.40	\$20,103.20	\$21,108.53
Clerk of the Board	Hourly	\$79.77	\$83.76	\$87.95	\$92.35	\$96.97
	Monthly	\$13,826.80	\$14,518.40	\$15,244.67	\$16,007.33	\$16,808.13
Deputy Chief	Hourly	\$112.42	\$118.04	\$123.94	\$130.14	\$136.65
	Monthly	\$19,486.13	\$20,460.27	\$21,482.93	\$22,557.60	\$23,686.00
EMS Nurse	Hourly	\$75.76	\$79.55	\$83.53	\$87.71	\$92.10
	Monthly	\$13,131.73	\$13,788.67	\$14,478.53	\$15,203.07	\$15,964.00
Finance Director	Hourly	\$88.42	\$92.84	\$97.48	\$102.35	\$107.47
	Monthly	\$15,326.13	\$16,092.27	\$16,896.53	\$17,740.67	\$18,628.13
Fire Marshal	Hourly	\$75.96	\$79.76	\$83.75	\$87.94	\$92.34
	Monthly	\$13,166.40	\$13,825.07	\$14,516.67	\$15,242.93	\$16,005.60
Human Resources Director	Hourly	\$88.42	\$92.84	\$97.48	\$102.35	\$107.47
	Monthly	\$15,326.13	\$16,092.27	\$16,896.53	\$17,740.67	\$18,628.13

Management
Salary Schedule Effective the Pay Period Including July 1, 2026

		Base Salary				
		A Step	B Step	C Step	D Step	E Step
Assistant to the Fire Chief	Hourly	\$64.15	\$67.36	\$70.73	\$74.27	\$77.98
	Monthly	\$11,119.33	\$11,675.73	\$12,259.87	\$12,873.47	\$13,516.53
Battalion Chief (Shift)	Hourly	\$64.10	\$67.31	\$70.68	\$74.21	\$77.92
	Monthly	\$15,554.93	\$16,333.89	\$17,151.68	\$18,008.29	\$18,908.59
Battalion Chief (40 Hour)	Hourly	\$103.20	\$108.36	\$113.78	\$119.47	\$125.44
	Monthly	\$17,888.00	\$18,782.40	\$19,721.87	\$20,708.13	\$21,742.93
Clerk of the Board	Hourly	\$82.16	\$86.27	\$90.58	\$95.11	\$99.87
	Monthly	\$14,241.07	\$14,953.47	\$15,700.53	\$16,485.73	\$17,310.80
Deputy Chief	Hourly	\$115.79	\$121.58	\$127.66	\$134.04	\$140.74
	Monthly	\$20,070.27	\$21,073.87	\$22,127.73	\$23,233.60	\$24,394.93
EMS Nurse	Hourly	\$78.03	\$81.93	\$86.03	\$90.33	\$94.85
	Monthly	\$13,525.20	\$14,201.20	\$14,911.87	\$15,657.20	\$16,440.67
Finance Director	Hourly	\$91.07	\$95.62	\$100.40	\$105.42	\$110.69
	Monthly	\$15,785.47	\$16,574.13	\$17,402.67	\$18,272.80	\$19,186.27
Fire Marshal	Hourly	\$78.24	\$82.15	\$86.26	\$90.57	\$95.10
	Monthly	\$13,561.60	\$14,239.33	\$14,951.73	\$15,698.80	\$16,484.00
Human Resources Director	Hourly	\$91.07	\$95.62	\$100.40	\$105.42	\$110.69
	Monthly	\$15,785.47	\$16,574.13	\$17,402.67	\$18,272.80	\$19,186.27

**CHINO VALLEY INDEPENDENT FIRE DISTRICT
STAFF REPORT**

DATE: OCTOBER 9, 2024

**TO: HARVEY LUTH, BOARD PRESIDENT
ALL MEMBERS OF THE BOARD**

FROM: DAVE WILLIAMS, FIRE CHIEF

**SUBJECT: AMENDMENT TO AGREEMENT NO. 2011-03 WITH BEST BEST &
KRIEGER LLP**

PURPOSE:

The purpose is for the Board of Directors to review and consider an Amendment to the Legal Services Agreement No. 2011-03 with Best, Best & Krieger (BBK) for General Counsel and Special Counsel Legal Services.

DISCUSSION:

BBK has long-served as District's General Legal Counsel. The purpose of this Amendment is to formally switch District's General Legal Counsel from Jeff Ballinger to Isaac Rosen. The Amendment also includes new special counsel rates, which would be applicable if District utilizes BBK for more specialized, special counsel services. Under the Brown Act, Government Code section 54953, the Board – prior to taking final action on salaries or benefits of a local agency executive – must receive an oral report in open session describing the substantive changes at a regular meeting. The Board shall receive a brief oral report before they consider the contract.

RECOMMENDATION:

It is recommended that the Board of Directors: 1) review and consider the Legal Services Amendment with Best, Best & Krieger (BBK) for Isaac Rosen to serve as District Legal Counsel, which includes new special counsel rates if BBK undertakes specialized work on behalf of the District; and 2) authorize the Fire Chief to execute the Legal Services Amendment subject to any minor, technical or non-substantive changes as approved by the Fire Chief.

ATTACHMENTS:

Amendment to Legal Services Agreement with Best Best & Krieger LLP
Legal Services Agreement with Best Best & Krieger LLP

**AMENDMENT
TO
AGREEMENT FOR LEGAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES (the “Amendment”) is made and entered into as of this 9th day of October, 2024, by and between the CHINO VALLEY INDEPENDENT FIRE DISTRICT (hereinafter “Client” or “District”), and the law firm of BEST, BEST & KRIEGER LLP, a California limited liability partnership (hereinafter “Attorneys”).

RECITALS

A. The Board of Directors, as the governing body of the Chino Valley Independent Fire District, has, by that certain Agreement for Legal Services dated November 19, 2011 (the “Agreement”) appointed Attorneys to provide General Counsel services for the Client.

B. Client and Attorneys wish to amend the Agreement to provide for the revision of rates, the addition of Special Counsel legal services and Advanced Record Center (“ARC”) services, and the payment for such services, as set forth below.

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

AGREEMENT

1. Amendment of Section 1, Retention of Attorneys. Section 1, Retention of Attorneys, is hereby amended in its entirety to read as follows:

- Retention of Attorneys. Client hereby retains and employs Attorneys to provide all General Counsel legal services. In this regard, Isaac M. Rosen is designated as General Counsel for the Chino Valley Independent Fire District. The General Counsel shall serve under the direct supervision and control of the Board of Directors as its legal advisor. Mr. Rosen shall be assisted by Oscar Verdugo as Assistant General Counsel, and by other attorneys who may serve as Deputy General Counsel, or as otherwise authorized by the Board of Directors. The District may, at the direction of its Board, request a substitute attorney for Mr. Rosen as General Counsel or for the Assistant General Counsel by contacting Attorneys’ managing Partner, Eric Garner, at any time. Attorneys may also propose another attorney within the firm to serve as General Counsel if Mr. Rosen is unavailable or unable to provide those services. When feasible to do so, Attorneys shall provide District with 30 days’ advance written notice of any proposed substitution of designated Attorneys. The Board of Directors shall have the right to interview any proposed substitution before the substitution shall be deemed permanent.

2. Amendments to General Counsel. References to “Jeffrey S. Ballinger” in Sections 2 and 4 shall be replaced with “Isaac M. Rosen,” serving as General Counsel.

3. Amendment of Exhibit “A” Fees, Costs and Expenses. Exhibit “A” of the Agreement, Fees, Costs and Expenses is hereby amended to change the negotiated rates as follows:

Basic Legal Services - Basic legal services shall include all services provided to Client that are considered General Counsel services covering the day to day services not otherwise specifically identified below as other types of specialized legal services. Basic Legal Service hourly rates are as follows:

Attorney	\$305 per hour
Paralegal, Law Clerk, Analyst	\$185 per hour

Public Records Act (PRA) Processing – PRA processing tasks handled by the Advanced Records Center (ARC) will be billed at the following rates:

Attorneys, Paralegals, Law Clerks, Analysts	\$200 per hour
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Special Counsel Legal Services – Special Legal Services shall include the following areas of law:

- Litigation and formal administrative or other adjudicatory hearing matters
- Labor relations, employment and employee benefits matters
- Non-routine real estate matters (e.g. CC&R’s, deed or title work)
- Land acquisition and disposal matters (including pre-condemnation)
- Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- Public construction disputes
- Complex contract negotiation matters (i.e., non-BB&K model agreements)
- Environmental matters (e.g. CEQA, NEPA, endangered species)
- Toxic substances matters (e.g. CERCLA, RCRA)
- Telecommunications
- Advocacy matters (e.g. legislative and regulatory)
- Other matters mutually agreed upon between BBK and the Fire Chief

Special Counsel Legal Services hourly rates are as follows:

Attorney	\$345 per hour
Paralegal, Law Clerk, Analyst	\$185 per hour

Complex Legal Services – Complex Legal Services shall include the following areas of law:

- Tax, ERISA and municipal bond compliance related matters
- Other matters mutually agreed upon between BBK and the Fire Chief

Complex Legal Services hourly rates are as follows:

Attorney	\$425 per hour
Pension Consultant	\$275 per hour
Paralegal, Law Clerk, Analyst	\$185 per hour

Effective July 1st of each year, commencing on July 1, 2025, the hourly rates shall be adjusted in an amount equal to the percentage increase in the Consumer Price Index for the Riverside-San Bernardino-Ontario, CA area, all urban consumers, for the period between June 1 – May 30 of the prior fiscal year, provided however that such adjustment shall never be lower than 0%. The rate would be rounded to the nearest \$1.00 increment.

4. Effect of Amendment. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date indicated in the preamble to this Amendment.

“District”

CHINO VALLEY INDEPENDENT FIRE DISTRICT

By: _____
President, Board of Directors

ATTEST:

By: _____
Clerk of the Board

“Attorneys”

BEST BEST & KRIEGER LLP

By: _____
Eric Garner
Managing Partner

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AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of this 19th day of November, 2011, by and between the CHINO VALLEY INDEPENDENT FIRE DISTRICT (hereinafter "Client" or "District"), and the law firm of BEST, BEST & KRIEGER LLP, a California limited liability partnership (hereinafter "Attorneys").

RECITALS

A. The Board of Directors, as the governing body of the Chino Valley Independent Fire District, desires to appoint, employ, and retain Attorneys to provide General Counsel services for the Client.

B. Attorneys desire to provide General Counsel services and to perform legal services.

C. Client and Attorneys wish to provide for the terms and conditions of retaining and employing Attorneys to provide legal services as set forth herein.

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

AGREEMENT

1. Retention of Attorneys. Client hereby retains and employs Attorneys to provide all General Counsel legal services. In this regard, Jeffrey S. Ballinger is designated as the General Counsel for the Chino Valley Independent Fire District. The General Counsel shall serve under the direct supervision and control of the Board of Directors as its legal advisor. Mr. Ballinger shall be assisted by Andrew D. Maiorano as Assistant General Counsel, and by other attorneys who may serve as Deputy General Counsel, or as otherwise authorized by the Board of Directors. The District may, at the direction of its Board, request a substitute attorney for Mr. Ballinger or Mr. Maiorano by contacting Attorneys' managing Partner, Eric Garner, at any time. Attorneys may also propose another attorney within the firm to serve as General Counsel or Assistant General Counsel if Mr. Ballinger or Mr. Maiorano will be unavailable or unable to provide those services. When feasible to do so, Attorneys shall provide District with 30 days' advance written notice of any proposed substitution of General Counsel or Assistant General Counsel initiated by Attorneys. The Board of Directors shall have the right to interview any proposed substitution before the substitution shall be deemed permanent.

2. Scope of Duties. Client retains and employs Attorneys to provide legal services required in connection with Client's operation as a Fire District as requested or directed by the District. The legal services to be performed shall include those generally understood to be within the field of public agency law, excluding civil litigation and code enforcement matters. Attorneys shall provide those legal services reasonably required to advise and represent Client and shall take reasonable steps to keep Client informed of the progress of the representation and to respond in a timely manner to the inquiries of Client regarding pending matters. Attorneys will provide the direct contact information for Mr. Ballinger to each Board member and each member of District Management. It is understood that the legal services to be performed and the functions of the General Counsel shall include, but are not limited to, the following:

- A. Prepare, review, and/or approve ordinances, resolutions, orders, agreements, contracts, forms, notices, declarations, certificates, and other legal instruments as shall be required for the proper conduct of the business of the District and approve the form of all contracts, agreements, and bonds given to the District;
- B. Attend meetings of the District Board and all other meetings of District boards, commissions, and committees when so requested by the District Board or the Fire Chief;
- C. Render legal advice and opinions concerning legal matters that affect District, including new legislation and court decisions, and advise the District Board and all District officers in all matters of law pertaining to their offices;
- D. Provide all other legal services required as General Counsel, including part-time office hours at District Headquarters, if directed by the District Board and/or the Fire Chief;
- E. Recommend and coordinate the work of special outside legal counsel as may be needed to handle any litigation or legal matters or to assist the General Counsel, as authorized by the District Board; and,
- F. Perform such other legal duties as may be required by the District Board or as may be necessary to complete the performance and functions of the office of the General Counsel.

3. Fees, Costs and Expenses.

- A. Client agrees to pay Attorneys at the hourly rates set forth in Exhibit "A" which is attached hereto and is incorporated herein by reference.
- B. Client agrees to pay costs related to the representation as set forth in Exhibit "A".

4. Statements/Task-Billing. Attorneys shall prepare and present to District detailed monthly statements for services rendered to Client for the month preceding the statement, indicating each task performed by Attorneys. District shall contact Jeffrey S. Ballinger about any issues of concern related to the statements, and shall pay the statements upon presentation or within thirty (30) days thereafter. Attorneys shall update Client, upon request, regarding the status of Attorneys' billings.

5. Discharge and Withdrawal. Attorneys shall serve under the terms of this Agreement at the pleasure of Client, and Client hereby reserves the right to terminate this Agreement at any time for any reason or to require substitute attorney personnel. Attorneys shall not terminate this Agreement except upon thirty (30) days written notice to District. When Attorneys' services are terminated by either party, all unpaid charges shall be due and payable to Attorneys as provided for in Section 4.

6. Indemnification. Attorneys agree to indemnify and hold harmless the District and its authorized officers employees, agents, and volunteers from any and all losses, damages and/or liability (collectively "Liability") to the extent such Liability arises out of the willful or negligent acts, errors or omissions of the Firm, except where such indemnification is prohibited by law.

7. Insurance. Attorneys shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Attorneys, its agents, representatives, employees or subcontractors. Insurance shall be of the type, in the amounts, and subject to the provisions described below. All insurance shall be provided by insurers authorized by the California Insurance Commissioner to transact insurance business in California with a rating of "A" or better in the Best's Key Rating Guide, Property-Casualty, United States.

a. Commercial General Liability coverage with a limit of not less than \$1,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

b. Business Automobile Liability Insurance with a limit not less than \$1,000,000 per occurrence.

c. Worker's Compensation Insurance as required by the State of California and employer's liability insurance with a limit of not less than \$1,000,000 per occurrence.

d. Professional Liability, and Errors and Omissions Insurance with a limit not less than \$1,000,000, per occurrence.

e. The general and automobile policies shall be endorsed to name the District, its Directors, officers, officials, employees and volunteers as Addition Insureds regarding liability arising out of the performance of services rendered under this Agreement. Attorneys will provide the District with original certificates and endorsements as outlined above.

f. Attorneys' coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insured's limits.

g. The District's insurance, if any, shall be excess and shall not contribute with the Attorney's insurance.

h. Attorneys' Worker's Compensation insurer shall waive all rights of subrogation and contribution against the District, its directors, officers, officials, employees and volunteers.

8. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement.

“Client”

CHINO VALLEY INDEPENDENT FIRE DISTRICT

By: James S. Espinosa
Board President

By: Sandra Heney
Sandra Heney, Clerk of the Board

“Attorneys”

BEST, BEST & KRIEGER

By: Eric Garner
Eric Garner, Managing Partner

EXHIBIT "A"

Best, Best & Krieger Rates and Billing Practices

Hourly Rates for Legal Personnel (Transactional)

Attorneys	\$210.00
Paralegals	\$130.00

Effective July 1st of each year, commencing on July 1, ²⁰¹²~~2011~~, the hourly rates shall be adjusted (upward or downward) in an amount equal to the percentage increase or decrease in the Consumer Price Index for the Los Angeles – Orange County Metropolitan Area, all wage earners, for the period between June 1 – May 30 of the prior fiscal year. The rate would be rounded to the nearest \$1.00 increment. (OB)

Attorneys shall bill in increments of one-tenth of an hour (six minutes). District shall not be billed for more than one attorney's time during attorney meetings unless the second attorney contributes demonstrably to the value of the attorney services provided.

Attorneys will not bill for travel time or mileage to and from the District for the first five (5) attorney trips to the District each calendar month.

Attorneys shall not bill for secretarial time, including time spent for faxing, mailing, arranging for messengers, or calendaring. Attorneys will not charge for regular word processing services. However, if word processing overtime services are required, such services shall be invoiced at \$55 per hours.

Costs and Expenses

In-office photocopying	\$0.15 per page (only after 25 pages)
Outside copy/scan/support services	Actual cost
Messenger/Overnight fees	Actual cost
Mileage	IRS rate (except for General Counsel travel to and from District as noted above)
Parking at Courthouse	Actual cost
Litigation costs such as filing fees, jury fees, depositions costs, witness fees & expert fees	Actual cost
Computer research	Actual cost, shared proportionally among all clients for which attorneys conduct research.