Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited fill out and submit to the City Clerk a "Request to Speak" form (name and address optional) which is available at the entrance to the Council Chambers. Additionally, members of the public may submit electronic public comments to CityClerk@cityofchino.org no later than 4:00 p.m. on the day of the meeting. In your email, please include the meeting date, agenda item you are commenting on, and your comment. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record for the meeting specified in email received.

If you require a reasonable accommodation to participate in this meeting per your rights under the Americans with Disabilities Act or for any other reason, please contact the City Clerk's Office (909) 334-3306, at least 48 hours prior to the advertised starting time of the meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 13220 Central Avenue, Chino. In addition, such documents will be posted on the City's website at www.cityofchino.org.

CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710

TUESDAY, NOVEMBER 4, 2025

REGULAR MEETING

AGENDA

CLOSED SESSION – 5:00 PM
OPEN SESSION – 6:00 PM

ROLL CALL

Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, Council Member Marc Lucio.

CLOSED SESSION PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about the closed session items. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address the Council, except as provided under Government Code 54954.3(b)(2).

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Kavoos Nassiri Ghotbabadi v. City of Chino, Alexander Guardado, et al. (S.B. Superior Court Case No. CIVSB2310426)

2. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6:
Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management
Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police

Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

FLAG SALUTE

CEREMONIALS

Proclamations

Purple Heart City Proclamation to reaffirm the City of Chino's proud commitment to be a Purple Heart City along the Purple Heart Trail to honor the service and sacrifice made to preserve our freedom.

Law Enforcement Records and Support Personnel Week - Proclaim November 10-14, 2025 as Law Enforcement Records and Support Personnel Week in the City of Chino.

America Recycles Day - Proclaim November 15, 2025 as America Recycles Day in the City of Chino.

Presentations

2025 City of Chino Recycling All Stars - Recognition of Residential Recycling All Star Noe Brito and Commercial Recycling All Star Homecoming at the Preserve in Honor of America Recycles Day presented with Waste Management.

Business of the Month - Award of Business of the Month for November 2025 to:
- Old Fashion Donuts
- Smash Factor Lounge

Mayor's Home Beautification Award - Award of Mayor's Home Beautification Award for November 2025.

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

PUBLIC ANNOUNCEMENTS

This is the time and place for the Mayor to inform the public of all upcoming events and past occurrences of communitywide interest and concern.

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or City Council requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items placed on the Consent Calendar represent routine expenditures and/or actions that support ongoing City operations.

1. Warrants. Approve expenses as audited and within budget for warrants 7772671 to 7772822, and Electronic Fund Transfers 525180E to 525249E, totaling $2,785,425.16.

2. Minutes. Regular Meeting Minutes for October 21, 2025 (All Members Present).

3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

4. City Holiday Closure 2025. Approval of City Hall Closure and Essential Services for December 26-30, 2025.

5. Planning Commission Unscheduled Vacancy. Ratify the tentative schedule and procedures to fill the Planning Commission unscheduled vacancy.

6. Adoption of Ordinance No. 2025-007 (Second Reading), amending Title 15 of the Chino Municipal Code. Approve the adoption of Ordinance No. 2025-007, amending Title 15 (Building and Construction) of the Chino Municipal Code to adopt the 2025 Edition of the California Building Codes.

   ORDINANCE N0. 2025-007 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CHINO MUNICIPAL CODE, ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, INCLUDING THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA ENERGY CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA WILDLAND INTERFACE CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE

7. Adoption of Ordinance No. 2025-008 (Second Reading), amending Chapter 10.64 of the Chino Municipal Code. Approve the adoption of Ordinance No. 2025-008, amending Chapter 10.64 (Parades and Special Events) of Title 10 (Vehicles and Traffic) of the Chino Municipal Code.

   ORDINANCE NO. 2025-008 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 10.64 (PARADES AND SPECIAL EVENTS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CHINO MUNICIPAL CODE

8. Acceptance of the Fiscal Year 2024 Emergency Management Performance Grant (EMPG). Authorize the acceptance of the Fiscal Year 2024 EMPG in the amount of $17,407 and appropriate $17,407 to the General Fund with a corresponding increase to the General Fund grant revenue.

9. 2024-2025 State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant. Authorize the acceptance of the 2024-25 STEP Grant in the amount of $210,000; appropriate $210,000 to the General Fund; and increase the general fund revenue grant budget by $210,000.

10. 2024-25 State of California Office of Traffic Safety Motorcycle Safety Education and Training Program Grant. Authorize the acceptance of the 2024-25 Motorcyclist Safety Education and Training Program Grants for a total amount of $18,200 and appropriate $18,200 to the General Fund grant G4264 with a corresponding increase to the grant revenue.

11. Approval of Amendment No. 1 to Professional Services Agreement with Brightlife Designs, LLC. Approve Amendment No. 1 to the Professional Services Agreement with Brightlife Designs, LLC (Contract 2025-088) for the addition of holiday light installation and removal services for City-maintained trees, in the amount of $26,425.

12. Subdivision Improvement Agreement Parcel Map No. 20174 - East End LLC. Approve Subdivision Improvement Agreement for Parcel Map No. 20174 located at the northwest corner of Philadelphia Street and East End Avenue.

13. Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 4 &7) - Beazer Homes Holding, LLC. Approve replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11- Lots 4 & 7), generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

NEW BUSINESS

14. Adjustments in compensation and terms and conditions of employment for affected members of the City of Chino. Approve Resolutions approving MOU's with various employee groups; Resolution No. 2025-068 to amend the City Classification and Compensation Schedules; and 3) Appropriations in the amount of $1,267,222.70 to various funds for FY 2025-26.

    Staff Report By: Krystle Murillo, Deputy Director of Human Resources/Risk Management

    RECOMMENDATION: 1) Adopt Resolution Nos. 2025-069, 2025-070, 2025-071, 2025-072, 2025-073, 2025-074, 2025-075, 2025-076, and 2025-077 approving Amendment No. 1 to the Memoranda of Understanding with the: Chino Police Officers Association (CPOA); Chino Police Managers Association (CPMA); Chino Police Professional Employees Association (CPPEA); Chino City Hall Confidential Employee Association (CCHCEA); and amendments to the compensation and terms and conditions of employment for Executive Management, Deputy Directors, Unrepresented Sworn Management, Unrepresented Management, and Part-Time Employees; 2) adopt Resolution No. 2025-068, amending Resolution Nos. 2024-034 and 2025-040, to approve the Classification and Compensation Schedules; 3) approve an appropriation in the amount of $1,267,222.70 to the various funds listed below in the fiscal impact; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

MAYOR AND COUNCIL REPORTS

This is the time and place for the Mayor and Council Members to report on prescheduled Council Committee Assignment Meetings that were held since the last Regular Council Meeting, and any other items of interest. Upon request by an individual Council Member, the City Council may choose to take action on any of the subject matters listed below.

Mayor Ulloa

Mayor Pro Tem Burton

Council Member Comstock

15. Community Support Fund - Council Member Comstock. Approve community support fund contributions to Soroptimist International of the Chino Valley, Kiwanis Club of Chino (Golf Tournament), and No More Locked Doors.

Staff Report By: Council Member Comstock

RECOMMENDATION: Approve community support fund contributions of $100 to Soroptimist International of the Chino Valley, $125 to Kiwanis Club of Chino (Golf Tournament) and $250 to No More Locked Doors.

Council Member Flores

Council Member Lucio

16. Community Support Fund - Council Member Lucio. Approve a community support fund contribution to Chino Youth Boxing Club, Chino High School Wrestling Team, Chino AYSO Region 67, and Chino American Little League.

Staff Report By: Council Member Lucio

RECOMMENDATION: Approve a community support fund contribution of $1,000 to Chino Youth Boxing Club, $1,000 to Chino High School Wrestling Team (Chino Cowboy Huddle), $500 to Chino AYSO Region 67, and $500 to Chino American Little League.

City Manager's Report

City Attorney's Report

Police Chief's Report

Director's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, November 18, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Thursday, October 30, 2025 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.

ngonzaga

Natalie Gonzaga, City Clerk.

MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION**

SUBJECT

Purple Heart City

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Commitment to Our Community
- Public Service Excellence through Internal and External Partnerships

C H I N O

Proclamation

***WHEREAS**, the citizens of the City of Chino have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and*

***WHEREAS,** veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and*

***WHEREAS,** the contributions and sacrifices of the men and women from the City of Chino who served in the Armed Forces have been vital in defending the hard-won freedoms and liberties of our Constitution that are treasured by our citizens; and*

***WHEREAS,** the Purple Heart is awarded to those members of the armed forces of the United States that have been wounded by an instrument of war in the hands of the enemy or posthumously to the next of kin in the name of those killed in action or those who have died of their wounds in service to their country; and*

***WHEREAS**, on December 3, 2013, the City of Chino joined the Purple Heart City Program, which constitutes a series of cities along the Purple Heart Trail that honor those who have given so much in the preservation of all of our freedoms; and*

***WHEREAS**, in reaffirming our commitment to honor Purple Heart recipients, as well as our appreciation and admiration for their sacrifices, this proclamation solidifies our community's gratefulness to their service; and*

***WHEREAS**, to show that we proudly stand as a Purple Heart City, three signs proudly displaying this designation have been placed in our community – one at our Community Building as a part of the Chino Liberty Courtyard and the other two on a prominent median along Central Avenue right in front of City Hall; and*

***WHEREAS**, this proclamation will be brought back every year going forward to remember the sacrifices made by so many and to reaffirm our commitment as a community to them.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim and reaffirm the City of Chino's proud commitment to be a Purple Heart City along the Purple Heart Trail to honor the service and sacrifice made to preserve the freedoms we all enjoy today.

PRESENTED THIS 4TH DAY OF NOVEMBER 2025.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

ngonzaga

NATALIE GONZAGA, City Clerk

CITY OF CHINO
WHERE EVERYTHING GROWS
INCORPORATED 1910

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **KEVIN MENSEN, CHIEF OF POLICE**

SUBJECT

Law Enforcement Records and Support Personnel Week

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image

C H I N O

Proclamation

WHEREAS, *the Chino Police Department and law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and*

WHEREAS, *the Chino Police Department Records Unit and support personnel throughout the department are crucial to helping identify, pursue, capture, and process suspected law breakers; and*

WHEREAS, *these professionals continually use their expertise and experience to assist in identifying and tracking felons, maintaining accurate crime statistics, and improving apprehension strategies; and*

WHEREAS, *it is important to recognize California's law enforcement records and support personnel for their valuable contributions to our law enforcement system and to public safety; and*

WHEREAS, *the State Executive Board of the California Law Enforcement Association of Records Supervisors has designated Monday, November 10, 2025, through Friday, November 14, 2025, as "Law Enforcement Records and Support Personnel Appreciation Week."*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, *in honor of the records and support personnel of the Chino Police Department, do hereby recognize the week of November 10th through November 14th as*

LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL APPRECIATION WEEK

PRESENTED THIS 4th DAY OF NOVEMBER 2025.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

ngonzaga

NATALIE GONZAGA, City Clerk

CITY OF CHINO
INCORPORATED 1910
WHERE EVERYTHING GROWS

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, PUBLIC WORKS DIRECTOR**

SUBJECT

America Recycles Day

RECOMMENDATION

That the Mayor and City Council proclaim November 15, 2025, as America Recycles Day in the City of Chino.

CHINO

Proclamation

WHEREAS, *America Recycles Day is a nationally recognized "Keep America Beautiful" program started in 1997 to promote and celebrate recycling in the United States; and*

WHEREAS, *the City of Chino recognizes the importance of reducing waste, conserving energy, and protecting and preserving our natural resources to make our community a cleaner, safer and healthier environment; and*

WHEREAS, *Chino businesses, schools, religious institutions, non-profits and residents can foster a culture of recycling and sustainability and demonstrate their commitment to a cleaner, safer environment by educating themselves and others on the positive impacts of recycling; and*

WHEREAS, *the City of Chino encourages all residents, businesses, and organizations to practice more environmentally sustainable habits by reducing, reusing, and recycling and purchasing recycled goods when possible.*

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, *do hereby proclaim November 15, 2025, as*

AMERICA RECYCLES DAY

in the City of Chino, and encourage all residents, businesses, and organizations to learn more about proper recycling practices and to take actions that support a more sustainable and resilient community.

PRESENTED THIS 4th DAY OF NOVEMBER 2025.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor

ATTEST:

ngonzaga

NATALIE GONZAGA, City Clerk

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

2025 City of Chino Recycling All Stars

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Public Service Excellence through Internal and External Partnerships

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Business of the Month.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **EUNICE M. ULLOA, MAYOR**

SUBJECT

Award of Mayor's Home Beautification Award.

MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **KIM SAO, DIRECTOR OF FINANCE**

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 7772671 to 7772822, and Electronic Fund Transfers 525180E to 525249E, totaling $2,785,425.16.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 24-25 and 25-26 Adopted Budgets.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

Revenue:	Expenditure:

BACKGROUND

As prescribed by Government Code Sections 37202 and 37208, the following demand registers are herewith submitted for Council ratification:

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	7772671 – 7772751	10/02/25	25-26	$347,172.80
2.	7772752 – 7772820	10/09/25	25-26	$809,155.55
3.	7772821 – 7772822	10/09/25	24-25	$206,590.09
4.	525180E – 525210E	10/03/25	25-26	$1,257,701.33
5.	525211E	10/07/25	24-25	$30,000.00
6.	525213E – 525249E	10/10/25	25-26	$134,805.39
TOTAL				**$2,785,425.16**

ISSUES/ANALYSIS

See attached exhibit for detailed information on warrants exceeding $50,000.

Attachment

CITY OF CHINO
A/P Warrant Register Over $50,000

Check Date	Check Number	Vendor Name	Description	Amount
10/02/2025	7772749	WASTE MANAGEMENT	COLLECTION SERVICES	$100,889.07
10/03/2025	525195	INLAND EMPIRE UTILITIES AGENCY	SEWAGE TREATMENT SERVICES	$1,005,744.11
	525200	MERCHANTS LANDSCAPE SERVICES INC	LANDSCAPE MAINTENANCE	$100,826.04
10/09/2025	7772755	ALESHIRE & WYNDER LLP	LEGAL SERVICES	$77,708.03
	7772758	THIRKETTLE CORPORATION	WATER METER INVENTORY	$116,841.29
	7772779	G&A NELOS CONSTRUCTION, INC.	HAMPSHIRE VILLAGE CONSTRUCTION SERVICES	$141,553.95
	7772811	SO CAL EDISON CO	SERVICE PERIOD: 08/29-09/29	$355,071.24
	7772821	HAZEN AND SAWYER	WELL 16 DESIGN SERVICES	$165,816.30
			TOTAL	**$2,064,450.03**

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Minutes.

CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING - CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710

TUESDAY, OCTOBER 21, 2025

MINUTES

CLOSED SESSION – 5:00 PM
OPEN SESSION – 6:00 PM

CALL TO ORDER

The October 21, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:00 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

PRESENT: Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

City Attorney Fred Galante read into the record the item listed on the Closed Session agenda.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: Mary Ingrid Culp vs. City of Chino; (Case No. CIVSB2222717)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 City of Chino, et al v. Inland Empire Utilities Agency (Los Angeles Superior Court Case No. 24STCP02321)

The City Council recessed to Closed Session at 5:01 p.m. and concluded at 5:58 p.m. The City Council reconvened the meeting at 6:04 p.m.

FLAG SALUTE

Chino Service Unit 405 Girl Scouts from Troops 1744, 5181, and 8685 led the Pledge of Allegiance.

CEREMONIALS

Proclamation

Lights on Afterschool Day. - Proclaim October 23, 2025, as Lights On Afterschool Day in the City of Chino.

Mayor Ulloa read into the record the Proclamation designating October 23, 2025 as Lights On Afterschool Day in Chino. Crystal Gutierrez, CSPR Coordinator, Shiloh Hart, Child Development Coordinator, Health Services, SOAR After School Program, Chino Valley Unified School District, accepted the Proclamation.

Presentations

Recognition of Kaitlyn Clancy - Presentation Honoring Kaitlyn Clancy for Her Heroic Delivery of a Baby on a Chino Sidewalk.

Mayor Ulloa presented a Certificate of Recognition to Kaitlyn Clancy, for her heroic delivery of a baby on a Chino sidewalk. Ms. Clancy and her family were present to accept the award.

Business of the Month - Award of Business of the Month for October 2025 to Bevy Beans Coffee.

Mayor Ulloa presented the October 2025 Business of the Month Award to Bevy Beans. Owners Sandra Bahena and Jeannine Bahen were present to accept the award.

Proclamation

Proclamation Recognizing State Senator Susan Rubio - Recognition of Senator Susan Rubio for authoring Senate Bill 536, a landmark bill marking the beginning process for the City of Chino to acquire the former Heman G. Stark Youth Correctional Facility from the State of California.

Mayor Ulloa read into the record the Proclamation recognizing Senator Susan Rubio for authoring Senate Bill 536. Senator Rubio was present to accept the Proclamation.

REPORT OUT OF CLOSED SESSION

City Attorney Fred Galante reported out of closed session as follows:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 Name of case: Mary Ingrid Culp vs. City of Chino; (Case No. CIVSB2222717)

The City Council received an update, and no further reportable action was taken.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9 City of Chino, et al v. Inland Empire Utilities Agency (Los Angeles Superior Court Case No. 24STCP02321)

The City Council received a briefing, and no further reportable action was taken.

AGENDA ADDITIONS/REVISIONS

City Manager Linda Reich reported there were no additions or revisions to the agenda.

INFORMATION

External Agency Report for October 21, 2025. Receive and file the External Agency Report for October 21, 2025 (Covering Meetings from August 1 - August 31, 2025).

Mayor Ulloa announced the External Agency Report was included in the agenda packet.

PUBLIC ANNOUNCEMENTS

Mayor Ulloa announced the following scheduled community events:

- Halloween Spooktacular is Friday, October 31, 2025, from 4:00 - 9:00 p.m. at Ruben S. Ayala Park, 14225 Central Avenue. For information, visit cityofchino.org/halloween.

- Bark Around Ayala Park is Saturday, November 8, 2025, from 9:00 a.m. - 12:00 p.m. at Ruben S. Ayala Park, 5575 Edison Avenue. For information, visit cityofchino.org/bark.

- Veterans Day Ceremony is Tuesday, November 11, 2025, at 11:00 a.m. at the Chino Liberty Courtyard located at the Chino Community Building, 5443 B Street. For information, visit cityofchino.org/events.

Mayor Ulloa announced that the meeting would adjourn in memory of Jackson Clarence Powell Jr., a longtime Chino resident and beloved community member. On behalf of the City Council, the Mayor extended condolences to Mr. Powell's family.

Mayor Ulloa announced the adjournment in memory of Jerry Soares will be postponed and take place at the next City Council meeting to allow for his family to be present.

PUBLIC COMMENTS

Mayor Ulloa announced 42 email comments were received regarding community concern at the Calvary Chapel Chino Hills event, were provided to the City Council, and saved to the meeting record. In light of receiving those comments, and the speakers in attendance tonight, the public comment time limit was changed to two minutes per speaker.

Pastor Don Porter, Crosspoint Church, provided the invocation.

Melissa Compani, Representative, Fourth District San Bernardino County Supervisor Curt Hagman, announced upcoming events.

Joanne Genis, spoke regarding her son Cody Genis, who passed away on October 4, 2025, and expressed her concerns regarding homeless, mental health, and the L.P.S. Mental Health Act. Ms. Genis also provided written materials to the City Council members.

Bob Goodwin, spoke regarding mental illness, substance abuse, current law constraints, and new legislation amendments that will expand the eligibility for care.

Melanie, spoke about concerns regarding the Calvary Chapel Chino Hills event and ICE raids.

Nicole, spoke about concerns regarding the Calvary Chapel Chino Hills event and the City's response.

Inti-Fada, spoke regarding community safety, the Pray Vote Stand summit, and concerns with ICE raids.

Katherine Morales, spoke about concerns regarding the Pray Vote Stand summit and the two minute public speaking time limit.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 7772443 to 7772670, and Electronic Fund Transfers 525091E to 525179E, totaling $9,221,071,27.
2. Minutes. Regular Meeting Minutes for October 7, 2025 (All Members Present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Report on Priority State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated October 21, 2025, the Tracked State Legislation Report; and Position Letters on Legislation.
5. Second Amendment to City Manager's Employment Agreement. Approve the Second Amendment to the City Manager's Employment Agreement.
6. Project Update - Solar Power Purchase Agreement (PPA). Receive and file an update of the Solar Power Purchase Agreement (PPA) to BP Solar Chino LLC as the contracting entity.
7. Approve Contract Amendment No. 4 to the Professional Services Agreement with MV Cheng & Associates. Approve a contract amendment with MV Cheng & Associates increasing the not-to-exceed amount from $150,000 to $300,000 to provide interim financial consulting services.
8. Award a Professional Services Agreement with CT&T Concrete Paving, Inc., Diamond Bar, CA. Approve a Professional Services Agreement with CT&T Concrete Paving, Inc., Diamond Bar, CA, in the amount of $580,000 for As-Needed Concrete Repair Services.
9. Notice of Completion for the Water Service Lateral Replacement in Hampshire Village Project (WA255) with G&A Nelos Construction, Inc. Accept Project WA255 with G&A Nelos Construction, Inc., Contract 2025-282, as complete; authorize release of retention funds following the 35-day lien period; authorize the Director of Public Works to file the Notice of Completion on behalf of the City.

Motion by Council Member Comstock, seconded by Mayor Pro Tem Burton, to approve the Consent Calendar items 1-9 as presented. The motion carried by the following vote:

AYES: **ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO**

NOES: **NONE.**

ABSENT: **NONE.**

Mayor Pro Tem Burton spoke regarding Consent Calendar Item No. 9, noting he was pleased the water service lateral replacement project in Hampshire Village was accomplished on time and under budget.

CONTINUED PUBLIC HEARING

10. Appeal of Planning Commission action approving the Chino Gateway Terminal Project. Adopt Resolution No. 2025-058, denying the appeal and thereby upholding the approval of PL24-0097, PL24-0098, and PL24-0120, based upon the findings and subject to the departmental conditions of approval.

Staff Report By: Kim Le, Senior Planner

RECOMMENDATION: 1) Conduct a Public Hearing; and 2) Adopt Resolution No. 2025-058, denying the appeal and thereby upholding the approval of PL24-0097 (Special Conditional Use Permit), PL24-0098 (Site Approval) and PL24-0120 (Special Conditional Use Permit), based upon the findings and subject to the departmental conditions of approval.

Mayor Ulloa opened the continued public hearing.

Kim Le, Senior Planner, provided a presentation on the item.

Hayley Uno, Lozeau Drury LLP, appellant representative, Supporters Alliance for Environmental Responsibility, provided testimony.

Henry Hong, applicant, spoke in support of the Gateway Terminal project, noting it has a fine tuned architectural design within an industrial zoned area, and meets all CEQA requirements.

Stephanie Herrera, attorney for the applicant, spoke in support of the Gateway Terminal project and stated the appellant's claims are misleading, and recommended the City Council deny the appeal request.

Stubbie Barr, spoke to express support for the Gateway Terminal project, and requested the City deny the appeal.

Council Member Lucio addressed the appellant representative Hayley Uno to clarify points on issues she noted regarding air quality, battery storage, and noise impact levels. Ms. Uno offered to follow up on details she did not have available.

There being no additional requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Motion by Council Member Flores, seconded by Mayor Pro Tem Burton, to 1) Conduct a Public Hearing; and 2) Adopt Resolution No. 2025-058, denying the appeal and thereby upholding the approval of PL24-0097 (Special Conditional Use Permit), PL24-0098 (Site Approval) and PL24-0120 (Special Conditional Use Permit), based upon the findings and subject to the departmental conditions of approval. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

PUBLIC HEARING

11. Community Development Block Grant (CDBG) FY 2022-23 Action Plan - Substantial Amendment. Adopt a Resolution approving the Community Development Block Grant FY 2022-23 Action Plan Substantial Amendment.

Staff Report By: Traci Rossetti-Smith, Senior Management Analyst

RECOMMENDATION: 1) Conduct a Public Hearing; 2) adopt Resolution 2025-067, approving the substantial amendment to the City of Chino's FY 2022-23 Annual Action Plan for the Community Development Block Grant (CDBG) Program; 3) transfer $31,500 in Fund 350 allocated funds from project G6231 to project SN240; 4) authorize the City Manager to execute all required documents pertaining to the amendment; and 5) approve submission of the amendment to the United States Department of Housing and Urban Development (HUD).

Mayor Ulloa opened the public hearing.

Traci Rossetti-Smith, Senior Management Analyst, provided a report on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Conduct a Public Hearing; 2) adopt Resolution 2025-067, approving the substantial amendment to the City of Chino's FY 2022-23 Annual Action Plan for the Community Development Block Grant (CDBG) Program; 3) transfer $31,500 in Fund 350 allocated funds from project G6231 to project SN240; 4) authorize the City Manager to execute all required documents pertaining to the amendment; and 5) approve submission of the amendment to the United States Department of Housing and Urban Development (HUD). The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

12. Amending Title 15 of the Chino Municipal Code. Introduction of Ordinance No. 2025-007, amending Title 15 (Building and Construction) of the Chino Municipal Code.

Staff Report By: Basel Badawi, Building Official

RECOMMENDATION: Conduct a public hearing and approve the introduction of Ordinance No. 2025-007, amending the Title 15, Building and Construction, of the Chino Municipal Code, to be read by number and title only, and waive further reading of the Ordinance.

Mayor Ulloa opened the public hearing.

Basel Badawi, Building Official, provided a report on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

City Attorney Galante read the Ordinance by number and title only, waiving further reading of the ordinance:

ORDINANCE NO. 2025-007 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CHINO MUNICIPAL CODE, ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, INCLUDING THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA ENERGY CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA WILDLAND INTERFACE CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to Conduct a public hearing and approve the introduction of Ordinance No. 2025-007, amending the Title 15, Building and Construction, of the Chino Municipal Code, to be read by number and title only, and waive further reading of the Ordinance. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

13. Professional Services Agreement to Dudek to prepare the City's Urban Forest Management Plan. Award a Professional Services Agreement to Dudek to prepare the City's Urban Forest Management Plan (MS260).

Staff Report By: Michelle Chapman, CIP Engineering Manager

RECOMMENDATION: Award a professional services agreement to Dudek for $245,377.00 to prepare the City's Urban Forest Management Plan (MS260); and authorize the City Manager to execute all necessary documents on behalf of the City.

Hye Jin Lee, Director of Public Works, introduced the item, and Michelle Chapman, CIP Engineer Manager, provided a presentation on the item.

Stubbie Barr, provided a public comment regarding the "Tree City" designation status, the relationships with developers, and the replacement of trees when construction conflicts exist. He noted the proposed inventory will help establish proper oversight on communities with HOA's who have the responsibility to maintain their trees.

Mayor Pro Tem Burton spoke regarding the program and discouraged the use of trees that drop sap and pine needles, or trees that tend to have frequent broken branches.

Council Member Lucio noted developers of new construction will remove young trees that are damaged by the high winds and not replace them. He recommended the use of trees that can potentially withhold heavy winds.

Mayor Ulloa recommended the development standards be updated with fire prevention language to prohibit trees that can easily catch on fire, such as pine and palm trees. She also requested to prohibit pepper trees as they break and are frequently damaged.

Council Member Comstock spoke regarding trees generating flowers or sap and recommended some conventional wisdom related to the maintenance of trees. She expressed she is a proponent of trimming trees aggressively.

In response to whether or not our current tree maintenance company was considered, Ms. Chapman explained West Coast Arborists have been limited to providing tree maintenance and tree inventory services to the City. The Dudek firm who received the highest score in the bidding process will develop the forest management master plan. Ms. Lee shared that Dudek specializes in creating master plans and the tree selection recommendations shared will be included in this plan.

Mayor Pro Tem Burton asked when a tree is removed can a mature tree be planted, and Ms. Lee confirmed that this requirement can be incorporated into the municipal code.

Council Member Flores stated commercial property owners have expressed concern regarding tress that have uplifted commercial parking lots and recommended the master plan include trees that cause minimal damage and require low maintenance costs in commercial centers.

Stubbie Barr, shared that the City's Municipal Code contains a tree replacement schedule and lists the box tree size, noting the time frame the trees have been in the box causes them to be root bound.

Motion by Council Member Flores, seconded by Mayor Pro Tem Burton, to Award a professional services agreement to Dudek for $245,377.00 to prepare the City's Urban Forest Management Plan (MS260); and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

14. Amending Chapter 10.64 of the Chino Municipal Code. Introduction of Ordinance No. 2025-008, Amending Chapter 10.64 of the Chino Municipal Code Regulating Parades and Special Events.

Staff Report By: Nikki Love, Strategic Initiatives Manager

RECOMMENDATION: Approve the Introduction of Ordinance No. 2025-008 amending Chapter 10.64 of the Chino Municipal Code regulating Parades and Special Events, to be read by number and title only, and waive further reading of the Ordinance.

Jackie Melendez, Assistant City Manager, provided an introduction on the item, and Nikki Love, Strategic Initiatives Manager, provided a report on the item.

Mayor Pro Tem Burton inquired about the special event permit requirement for events with over 250 attendees where alcohol is served, and Ms. Love clarified special event permits will be required if there are as low as 10 people who are gathered. Ms. Melendez clarified the requirement applies to public events.

City Attorney Galante read the Ordinance by number and title only, waiving further reading of the ordinance:

ORDINANCE NO. 2025-008 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 10.64 (PARADES AND SPECIAL EVENTS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CHINO MUNICIPAL CODE

Motion by Council Member Flores, seconded by Council Member Lucio, to Approve the Introduction of Ordinance No. 2025-008 amending Chapter 10.64 of the Chino Municipal Code regulating Parades and Special Events, to be read by number and title only, and waive further reading of the Ordinance. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

15. Amending Chapter 2.36 (Planning Commission) of the Chino Municipal Code. Introduction of Ordinance No. 2025-009 Amending Chapter 2.36 (Planning Commission) of the Chino Municipal Code to Modify City of Chino Planning Commission Members.

Staff Report By: Jackie Melendez, Assistant City Manager

RECOMMENDATION: Approve the introduction of Ordinance No. 2025-009, amending Chapter 2.36 (Planning Commission) of the Chino Municipal Code (CMC) to provide for the reduction in the number of resident Planning Commission members from seven to five, to be read by number and title only, and waive further reading of the Ordinance.

Jackie Melendez, Assistant City Manager, provided a report on the item.

Katherine Morales provided a public comment in opposition of the proposed representation reduction on the Planning Commission.

The Mayor and Council Members expressed concern regarding reducing the number of members on the Planning Commission and emphasized the importance of robust training program for Planning Commissioners.

Warren Morelion, Director of Development Services, shared their efforts regarding training for the Planning Commissioners.

Item No. 15 failed due to a lack of a motion.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

Mayor Ulloa reported on the following meeting and events including Mayor's Prayer Breakfast; Mayor's Message recordings; Southern California Water Coalition Executive Committee virtual meeting; Chino Police Department Open House; Old School House Museum Harvest Festival; Celebration of Life for Steve Lewis; City Council Study Session; Omnitrans Administration and Finance Committee meeting; SBCTA Transit Metro Valley Committee meeting; Housing Trust Ad Hoc meeting; Business event at Smash Factor; fundraiser event held by Chino Valley Fire District Board Member Kreeger; California Institute for Men (CIM) Trunk or Treat; Minor League Stadium tour; and closed session.

Mayor Pro Tem Burton

16. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contribution to Soroptimist International of the Chino Valley.

Staff Report By: Mayor Pro Tem Curtis Burton

RECOMMENDATION: Approve community support fund contribution of $100 to Soroptimist International of the Chino Valley.

Motion by Council Member Flores, seconded by Council Member Comstock, to Approve community support fund contribution of $100 to Soroptimist International of the Chino Valley. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Mayor Pro Tem Burton reported on the following meeting and events including League of California Cities Conference; St. Margaret Mary Car Show; Old School House Museum Harvest Festival; Chino Police Department Open House; Chino Police Department Retirement Luncheon; City Council Study Session; Inland Empire Blue Belles Breakfast; Business Economic Development event; Chino Valley Chamber of Commerce Business Expo; City Manager meeting; Chino Desalter Authority tour; expressed condolences to the Genis family; and spoke regarding the City's quality of life program.

Council Member Comstock

Council Member Comstock reported on the following meeting and events including the League of California Cities conference; announced she will serve as the Vice President of the Inland Empire Division for the League of California Cities; City Council Study Session; expressed condolences to the Family of Jackson Powell; and thanked Senator Rubio for her support to get the Stark property relinquished to the City of Chino.

Council Member Flores

17. Community Support Fund - Council Member Flores. Approve community support fund contributions to No More Locked Doors, Chino Youth Boxing Foundation, and the Chino Youth Museum.

Staff Report By: Council Member Christopher Flores

RECOMMENDATION: Approve a community support fund contribution of $500 to No More Locked Doors, $500 to Chino Youth Boxing Foundation, and $500 to the Chino Youth Museum.

Motion by Council Member Comstock, seconded by Council Member Lucio, to Approve a community support fund contribution of $500 to No More Locked Doors, $500 to Chino Youth Boxing Foundation, and $500 to the Chino Youth Museum. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Council Member Flores reported on meetings and events including Bruster's Ice Cream Grand Opening; Chamber Valley Chamber of Commerce Business Expo; thanked the Chino Valley Chamber of Commerce and the Chino Champion for hosting a booth at the Business Expo; and expressed condolences to the Genis family and the Powell family.

Council Member Lucio

Council Member Lucio had no report.

City Manager's Report

City Manager Reich had no report.

City Attorney's Report

City Attorney Galante spoke regarding Senate Bill 707.

Police Chief's Report

Police Chief Mensen spoke regarding the successful Chino Police Department Open House event.

Director's Report

No Director's Report.

Fire Chief's Report

Fire Chief Dave Williams had no report.

ADJOURNED IN MEMORY OF JACKSON CLARENCE POWELL JR.

Mayor Ulloa adjourned the meeting at 8:27 p.m. in memory of Jackson Clarence Powell Jr. The next Regular Meeting of the City Council will be held on Tuesday, November 4, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 4TH DAY OF NOVEMBER 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

****
(These minutes are not official until signed.)

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Elected City Officials' Report Regarding Travel, Training, and Meetings.

RECOMMENDATION

Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

FISCAL IMPACT

Sufficient funding is available in the adopted Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000-43320
Transfer In:	Transfer Out:

BACKGROUND

In accordance with Government Code Sections 53232.2 and 53232.3, implementing Assembly Bill (AB) 1234 on January 1, 2006, the City adopted Resolution No. 2005-093 establishing a Business-Related Expense Policy. On December 6, 2016, the City approved Resolution No. 2016-075 adopting the latest revisions to this policy. In addition to requiring local agencies to adopt a business-related expense policy, AB 1234 requires that Elected Officials provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

ISSUES/ANALYSIS

In response to AB 1234, a report regarding Elected City Officials' Travel, Training, and Meetings (Exhibit A) was created and is placed on the City Council Agenda Consent Calendar, as needed. The documents that pertain to the items listed on Exhibit A are available for public inspection at the City Clerk's office located in City Hall at 13220 Central Avenue, Chino, CA.

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
October 23, 2025	Southern California Water Coalition (SCWC) Annual Dinner	Newport Beach, California	Mayor Ulloa Mayor Pro Tem Burton

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

City Holiday Closure 2025.

RECOMMENDATION

Approval of the closure of City Hall and non-essential services for December 26-30, 2025.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Fiscal Responsibility

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

In July of 2023, City Council authorized a change to the designated holiday schedule to include Christmas Eve and New Year's Eve and the closure of specified City facilities, with the exception of the Police Department, to become effective Fiscal Year 2023-24 as part of labor negotiation agreements. The change includes the closure of City Hall and non-essential services between Christmas Eve and New Year's Day.

Ordinance 2023-018 was adopted September 19, 2023, to update Section 2.52.020 (Holidays) of the Chino Municipal Code, to add section D, which provides "*The City Council reserves the right to close non-safety public offices and buildings of the City of Chino between Christmas Eve and New Year's Day in any given year. Such action may be taken by the City Council before the applicable period without the need to amend this section*."

City facilities were closed between the Christmas Eve and New Years Day holiday in 2023 and 2024 without issue. It is recommended the City Council take action to approve the 2025 holiday closure between December 26-30, 2025.

ISSUES/ANALYSIS

Upon approval, with the exception of the essential services listed below, the City will be closed from Wednesday, December 24, 2025 through Thursday, January 1, 2026, and reopen with normal operating hours on Friday, January 2, 2026.

Holiday/City Hall and Non-Essential Services Closure Dates
Wednesday, December 24, 2025 – Christmas Eve Holiday Closure
Thursday, December 25, 2025 – Christmas Day Holiday Closure
Friday, December 26 – Tuesday, December 30, 2025 – Closure
Wednesday, December 31, 2025 – New Years' Eve Holiday Closure
Thursday, January 1, 2026 – New Years' Day Holiday Closure

The following is a list of City departments' schedules and essential City services that will continue to operate Friday, December 26, Monday, December 29, and Tuesday, December 30, 2025.

Administration Department

The Administration Department will be closed December 24, 2025 – January 1, 2026.

Community Services, Parks & Recreation Department

The following facilities will be open to provide services as follows:

- Teen Experience Center: Winter Camp from 7:00 a.m. – 6:00 p.m.
- Senior Center: Transportation, lunch, case management services, and access to the computer lab, fitness, and billiards rooms from 8:00 a.m. - 2:00 p.m.
- Chino Youth Museum: December 27 and December 28 from 10:00 a.m. - 4:00 p.m.
- Neighborhood Activity Center: Basketball gym open from 9:00 a.m. - 6:00 p.m.
- Ayala Park Operation Center: Field rentals and batting cages open from 4:00 p.m. - 9:00 p.m.

Development Services Department

Planning, Building, Engineering, Code Enforcement and Housing Divisions will be closed. For emergency services, the Building Division can be reached at (909) 536-8013 and the Code Enforcement Division can be reached at (909) 721-2830. The Chino Police Department will be available for routine non-emergency code enforcement issues during the closure and can be reached at (909) 628-1234.

Finance Department

The Finance Department will be closed with the exception of the Warehouse located at the Public Works Service Yard, which will remain open during the morning hours to issue parts to Fleet staff.

Utility bill payments can be paid as follows:

1) Online at cityofchino.org;
2) Over the phone using our automated service; or
3) By using the City's payment drop box located in the southwest parking lot of City Hall.

Human Resources/Risk Management Department

The Human Resources/Risk Management Department will be closed. For urgent Risk Management matters, please contact Claudia Allen at (909) 217-5322. For urgent personnel matters, please contact Terry Doyle at (909) 925-7722 or Krystle Murillo at (951) 870-6097.

Police Department

The main lobby will be open during normal operating hours of 7:30 a.m. - 5:30 p.m. on Friday, December 26 through Tuesday, December 30, 2025. The main lobby will be closed on December 24, 25, 31, 2025 and January 1, 2026.

All other standard Police operations will remain unchanged.

Public Works Department

The following services will be available:

- For water service emergencies, residents may call the Public Works Services line at (909) 334-3266. For after-hours emergencies, residents are directed to call Police Dispatch at (909) 628-1234.
- Fleet Staff will be available for service to Police Patrol and Public Works vehicles as needed.
- To report a traffic signal outage emergency, residents are directed to call Police Dispatch at (909) 628-1234.
    - Note: Most City traffic signals are equipped with battery backup.
    - The City's signal maintenance contractor will be performing annual signal maintenance to take advantage of lighter traffic during this period. Each traffic signal will be placed in "red flash" status for 5-10 minutes to perform this maintenance.
- Street Maintenance Operations may be reached at (909) 334-3266. For after-hours emergencies, residents are directed to call Police Dispatch at (909) 628-1234.
    - Asphalt/Concrete Repair
    - Sewer and Storm Drain
    - Traffic Control

- Grounds operations may be reached at (909) 334-3266. For after-hours emergencies, residents are directed to call Police Dispatch at (909) 628-1234.
    - Graffiti Abatement
    - Street Lights
    - Parks and Street Trees
- For Trash and Environmental Emergencies:
    - For assistance with trash services, call Waste Management at (800) 423-9986.
    - To report environmental spills/hazards, call Police Dispatch at (909) 628-1234.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **NATALIE GONZAGA, CITY CLERK**

SUBJECT

Planning Commission Unscheduled Vacancy.

RECOMMENDATION

Ratify the tentative schedule and procedures to fill the Planning Commission unscheduled vacancy.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Responsible Long-Range Planning
- Exemplary Leadership

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Chino Planning Commission is a nine-member board that respectively oversee and advise the City Council on specific quality of life issues. In particular, the Planning Commission reviews land uses, approves development projects, and offers guidance on all planning-related issues.

ISSUES/ANALYSIS

In September 2025, Commissioner Steve Lewis passed away, creating a vacancy on the Planning Commission. Commissioner Lewis was appointed to the Commission in 2015 and was serving in the second year of his current four-year term when he passed away. The unscheduled vacancy was posted on October 6, 2025, in accordance with the Maddy Act (Government Code Section 54974).

Pursuant to Chino Municipal Code Chapter 2.36, the vacancy on the Planning Commission requires the position be filled. To conduct the appointment process effectively and fairly, the following procedures and tentative schedule is underway:

- October 24 - November 14, 2025: Accept applications for the Planning Commission. The application is attached to this report as Exhibit A.

- November 17, 2025 – January 2, 2026: Upon review of the applications, the Mayor along with another Council Member, will select and interview potential candidates. After interviewing potential candidates, the Mayor will nominate an appointee who will complete a background check.

- January 20, 2026: Upon a successful background check, the Mayor will nominate the appointee at the January 20 City Council meeting. Per the Chino Municipal Code 2.36.020, the City Council will then need to approve the appointment. Should the City Council approve the appointment, then the process to fill this vacancy will be complete.

It is recommended that the City Council ratify the tentative schedule and procedures to fill the Planning Commission unscheduled vacancy.

Attachments: Exhibit A Planning Commission Application

PLANNING COMMISSION APPLICATION

Thank you for your interest in serving on the Planning Commission! Your desire to participate in your community is sincerely appreciated. Please complete this application and return it by mail or in-person to City of Chino Office of the City Clerk, 13220 Central Avenue, Chino, CA 91710 or by email to CityClerk@cityofchino.org. If you have any questions, please call the City Clerk's office at (909) 334-3306.

NOTE: THIS IS A PUBLIC DOCUMENT SUBJECT TO DISCLOSURE UNDER THE CALIFORNIA PUBLIC RECORDS ACT

Name:	Email:
Home Address:	
Home/Cell Phone:	Business Phone:
Employer:	Position:
Employer Address:	
Employment Experience:	
Education:	
List civic organizations affiliated with or volunteer experience:	
Briefly explain why you would like to serve on the Planning Commission:	
What experience or special knowledge will you bring to the Planning Commission?	
List the top two most important city issues based on your observation:	
1.	
2.	
Do you own property in Chino (other than your primary residence) or have interest in any business doing work in the City? If yes, please explain.	

Attach Resume to the Application (optional)

I hereby certify that all statements made in this application are true and complete and any false or misleading statements made shall be grounds for immediate disqualification. I understand that if selected, satisfactory results from a background investigation are required. I reside in the City of Chino and I am aware Chino Municipal Code Section 2.36.020 requires residency at time of appointment and for the duration of the term. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office and annually thereafter. I understand that my application and materials will be considered a public record and thus will be available for public inspection and copying.

_____ Signature

_____ Date

MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES**

SUBJECT

Adoption of Ordinance No. 2025-007 (Second Reading), amending Title 15 of the Chino Municipal Code.

RECOMMENDATION

Approve the adoption of Ordinance No. 2025-007 (Second Reading), amending Title 15 of the Chino Municipal Code (Buildings and Construction) which adopts the 2025 Edition of the California Building Codes which are based on the International Building and Fire Codes, 2024 Editions, published by the International Code Council (ICC); the Uniform Plumbing and Mechanical Codes, 2024 Editions, published by the International Association of Plumbing and Mechanical Officials (IAPMO); and the National Electrical Code, 2024 Edition, published by the National Fire Protection Association (NFPA).

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Ordinance No. 2025-007 was introduced on first reading by the City Council at its October 21, 2025 meeting. The Ordinance will amend Title 15 of the Chino Municipal Code (Buildings and Construction), which adopts the 2025 Edition of the California Building Codes which are based on the International Building and Fire Codes, 2024 Editions, published by the International Code Council (ICC); the Uniform Plumbing and Mechanical Codes, 2024 Editions, published by the International Association of Plumbing and Mechanical Officials (IAPMO); and the National Electrical Code, 2024 Edition, published by the National Fire Protection Association (NFPA).

Once adopted on second reading, the Ordinance will go into effect thirty (30) days thereafter.

ISSUES/ANALYSIS

Ordinance No. 2025-007:

Second reading of Ordinance, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CHINO MUNICIPAL CODE, ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, INCLUDING THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA ENERGY CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA EXISITNG BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA WILDLAND INTERFACE CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE."

Attachment: Ordinance No. 2025-007

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE CHINO MUNICIPAL CODE, ADOPTING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, INCLUDING THE 2025 EDITION OF THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA FIRE CODE, CALIFORNIA ENERGY CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA WILDLAND INTERFACE CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE.

WHEREAS, the City of Chino ("City") has previously adopted Title 15 (Buildings and Construction) of the City of Chino Municipal Code ("CMC")

WHEREAS, the City now desires to update the provisions of Title 15, Buildings and Construction to ensure that the regulations therein are consistent with current standards and suited to current conditions and circumstances in the City of Chino.

WHEREAS, the City now desires to amend CMC Title 15 to attain the foregoing objectives.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HEREBY DOES ORDAIN AS FOLLOWS:

Section 1: Recitals Incorporated. The City Council finds the foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2: Amendment to CMC Title 15. Title 15 of the City of Chino Municipal Code shall be amended in its entirety as follows:

"TITLE 15 – BUILDINGS AND CONSTRUCTION

Chapter 15.01 - FINDINGS

Sections:

15.01.010 - Findings.

15.01.010 - Findings.

The city council finds that the requirements set forth in this title are reasonable and necessary modifications because of climatic, geological, and topographical conditions within the City of Chino.

The "findings of need" contained herein address each of these conditions and present the local situations which cause the established amendments to be adopted.

A. The community experiences frequent low humidity, summer temperatures exceeding one hundred degrees Fahrenheit, and severe Santa Ana winds reaching gusts of ninety

miles per hour. Adverse climatic conditions increase the likelihood of fire. Minor fires can rapidly spread because of the climate and vegetation.

B. The community periodically experiences drought and a resultant limited water supply. The limited rainfall and storage capacities, and continued consumption demands require sound management of water resources and conservation where possible. There is a need for changes and modifications in the California Building and California Plumbing Code, which will contribute to water conservation and water for suppression of large fires.

C. The community is situated in a region with ongoing seismic activity, placing both existing and future developments at risk of damage and potential fire.

D. There are a number of significant barriers and obstructions to quick emergency response. These include: increased vehicular traffic on surface streets; additional traffic signals; freeway, expressways, and storm drain channels which bisect the city; and the California Institution for Men. Existing older streets were in some cases designed as storm drains and become impassable during heavy rainfall.

F. The community is located in an air quality nonattainment region. Research conducted by the South Coast Air Quality Management District and reflected in the 2022 Air Quality Management Plan, promotes zero emission vehicles, appliances, and equipment.

Chapter 15.02 - ADMINISTRATIVE CODE

Sections:

15.02.010 - Adopted.
15.02.020 - Additions, deletions and amendments.
15.02.030 - Building Code—Incorporated.
15.02.040 - Permit fees.

15.02.010 - Adopted.

There is hereby adopted by reference the Uniform Administrative Code, 1997 Edition. That certain document, three copies of which are on file with the city of Chino, being marked and designated as the Uniform Administrative Code, 1997 Edition, is adopted as the Uniform Code of Administration of the various other building and structural codes adopted in this chapter. This code will replace the administrative and enforcement provisions of the other codes. Each and all regulations in the code are referred to, adopted, and made a part thereof as though fully set out in this section, excepting such portions as are deleted, modified or amended by this chapter.

15.02.020 - Additions, deletions and amendments.

The Uniform Administrative Code, adopted by Section 15.02.010, is amended as set out in this chapter.

15.02.030 - Building Code—Incorporated.

Amendments to the 2025 California Building Code, with errata, as detailed in Chapter 15.04 of this title, are referenced and incorporated into the corresponding sections of the 1997 Uniform Administrative Code.

15.02.040 - Permit fees.

All permit fees shall be evaluated every three years and be set by resolution of the city council.

Chapter 15.04 - BUILDING CODE

Sections:

15.04.010 - Adopted.
15.04.020 - Additions, deletions and amendments.
15.04.030 - Section 501.2 amended—Address identification.
15.04.040 - Section 705.8.7 added—Industrial building doorways.
15.04.050 - Section 903.2 amended—Automatic sprinkler systems.
15.04.059 - Section 3109.2 amended—Definition of swimming pool.
15.04.060 - Section 3109.2.1 added—Applicability to residential settings.
15.04.061 - Section 3109.3 added—Residential swimming pools.
15.04.062 - Section 3109.3.1 added—Barrier height and clearances.
15.04.063 - Section 3109.3.2 added—Indoor swimming pools.
15.04.180 - Chapter 1, Division II, Section 105.2 amended—Work exempt from permit.
15.04.181 - Chapter 1, Division II, Section 109.1 amended—Payment of fees.
15.04.182 - Chapter 1, Division II, Section 109.2.1 added—Permit fees.
15.04.183 - Chapter 1, Division II, Section 109.2.2 added—Plan review fee.
15.04.184 - Chapter 1, Division II, Section 109.2.3 added—Inspection fee.
15.04.185 - Chapter 1, Division II, Section 109.4.1 added—Work commencing before permit issuance penalty.
15.04.186 - Chapter 1, Division II, Section 109.6 amended—Refunds.
15.04.191 - Appendix J—Definition of Building Official.
15.04.192 - Section J103.1 amended—Permits required.

15.04.010 - Adopted.

There is adopted by reference the 2025 California Building Code, with errata, incorporating the 2024 International Building Code, Volumes I, II, including Chapter 1, Division II, and appendices C, I, and J. That certain document, three copies of which are on file with the city of Chino, being marked and designated as California Building Code, 2025 Edition, Volumes I, II as copyrighted 2025 by the International Code Council, is adopted as the Building Code of the City of Chino, for regulating the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the city of Chino, providing for the issuance of permits therefor; and each and all such regulations are referred to, adopted and made part hereof as though fully set out in this section, excepting such portions as are hereinafter deleted, modified, or amended by this chapter.

15.04.020 - Additions, deletions and amendments.

The California Building Code, adopted by Section 15.04.010, is amended as set out in this chapter.

15.04.030 - Section 502.1 amended—Address identification.

Section 502.1 of the California Building Code is amended to read as follows:

502.1 Address identification. Buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street

or road fronting the property. These numbers shall contrast with their background. Address numbers shall be numerals or alphabetical letters. Numbering for one and two-family residential dwellings shall be four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm). Numbering for buildings other than one and two-family residential dwellings shall be a minimum of eight inches (203 mm) high with a minimum stroke width of one inch (25.4 mm). Address identification shall be maintained.

15.04.040 - Section 705.8.7 added—Industrial building doorways.

Section 705.8.7 is added to the California Building Code and shall read as follows:

705.8.7 Industrial building doorways. When adjoining industrial properties are owned by the same person or entity, the fire-resistive exterior walls of an existing industrial building located within the ten feet of the common property line may contain a doorway provided that the following conditions must be met:

a. The doorway would be permitted if the common property line did not exist.

b. The plans for the construction of the doorway must be approved and a building permit issued by the building official who is authorized to require reasonable fire protection measures as a condition of the issuance of the building permit.

c. Prior to the issuance of a building permit, the owner must record a covenant as to each property that, upon the sale of the property, the fire-resistive exterior wall shall be restored to meet the requirements of this section for each property qualifying for such doorway.

15.04.050 - Section 903.2 amended—Automatic sprinkler systems.

Section 903.2 of the California Building Code is amended by adding the following three paragraphs:

In addition to the requirements of Section 903, fire sprinklers are required for the construction of buildings five thousand square feet or more, regardless of fire walls, except for Group R-3 (one- and two-family dwelling) and Group U accessory to Group R-3 occupancies.

Fire Sprinklers are required when additions exceed five thousand square feet. When the addition is less than fifty percent of the original building square footage, the addition shall be equipped with a sprinkler system. When the addition is fifty percent or greater than the original building square footage, the entire structure shall be equipped with a sprinkler system.

Alternate automatic fire extinguishing systems complying with sections 904 of the California Building Code may be permitted in lieu of automatic sprinkler protection where recognized and approved by the Building Official and the Fire Marshall.

15.04.059 - Section 3109.2 amended—Definition of swimming pool.

The definition of *"swimming pool"* in Section 3109.2 of the California Building Code is amended to read as follows:

"Swimming pool" Any structure intended for swimming, recreational bathing, wading, or other purposes, that contains water over eighteen inches (457 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas, fixed-in-place wading pools, water fountains, or any other constructed water feature.

15.04.060 - Section 3109.2.1 added—Applicability to residential settings.

Section 3109.2.1 is added to the California Building Code and shall read as follows:

3109.2.1 Applicability to residential settings. Notwithstanding anything to the contrary in this code, the provisions of Chapter 31 in this code shall apply to all residential single-family homes.

15.04.061 - Section 3109.3 added—Residential swimming pools.

Section 3109.3 is added to the California Building Code and shall read as follows:

3109.3 Residential swimming pools. The provisions of this section apply to the design and construction of barriers for swimming pools located on the premises of Group R-3 occupancy and shall comply with Sections 3109.3.1 through 3109.3.3.

15.04.062 - Section 3109.3.1 added—Barrier height and clearances.

Section 3109.3.1 is added to the California Building Code and shall read as follows:

3109.3.1 Barrier height and clearances. An outdoor swimming pool shall be provided with a barrier that shall be installed, inspected, and approved prior to plastering or filling the pool with water. The top of the barrier shall be at least sixty inches (1,524 mm) above grade, measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be two inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to four inches (102 mm) when grade is a solid surface such as a concrete deck, or when the barrier is mounted on the top of the aboveground pool structure. When barriers have horizontal members spaced less than forty-five inches (1,143 mm) apart, the horizontal members shall be placed on the pool side of the barrier. Any decorative design work on the side away from the swimming pool such as protrusions, indentations or cutouts, which renders the barrier easily climbable, is prohibited.

3109.3.1.1 Openings. Openings in the barrier shall not allow passage of a four-inch (102 mm) diameter sphere.

EXCEPTIONS:

a. When vertical spacing between such openings is forty-five inches (1,143 mm) or more, the opening size may be increased such that the passage of a four-inch (102 mm) diameter sphere is not allowed.

b. For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased up to four inches (102 mm) when the distance between the top and bottom of horizontal members is forty-five inches (1,143 mm) or more.

3109.3.1.2 Solid barrier surfaces. Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

3109.3.1.3 Chain link fences. Chain link fences used as the barrier shall not be less than eleven gauge, with an approved filler material interwoven between openings that provide a smooth surface free of foot and hand holds.

3109.3.1.4 Access gates. Access gates shall comply with the requirements of 3109.3.1 through 3109.3.1.3 and in no case shall any gate have a width greater than four feet (1,290 mm). Any access gate through the barrier must swing away from the pool or spa. Pedestrian access gates shall be self-closing and have a self-latching device. Where the release mechanism of the self-latching device is located less than fifty-seven inches (1,448 mm) from the bottom of the gate, (1) the release mechanism shall be located on the pool side of the barrier at least three inches (76 mm) below the top of the gate, and (2) the gate and barrier shall have no opening greater than one half inch (12.7 mm) within eighteen inches (457 mm) of the release mechanism. Any gates other than pedestrian access gates shall be equipped with lockable hardware or padlocks and shall remain locked at all times when not in use.

3109.3.1.5 Dwelling wall as a barrier. Where a wall of a Group R, Division 3 Occupancy dwelling unit serves as part of the barrier and contains door openings between the dwelling unit and the outdoor swimming pool that provides direct access to the pool, a separation fence meeting the requirements of Section 3109.3.1 shall be provided.

EXCEPTIONS: When approved by the Building Official, two of the following may be used.

a. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.

b. Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

c. An approved safety pool cover, as defined in subdivision (d) of Section 115921.

d. Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”

e. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home’s doors providing direct access to the swimming pool or spa.

f. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

g. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

3109.3.1.6 Pool structure as a barrier. Where an above ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is

a ladder or steps, the (1) the ladder or steps shall be capable of being secured, locked or removed to prevent access or (2) the ladder or steps shall be surrounded by a barrier that meets the requirements of Sections 3109.3.1 through 3109.3.1.4. When ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a four-inch-diameter (102 mm) sphere.

15.04.063 - Section 3109.3.2 added—Indoor swimming pools.

Section 3109.3.2 is added to the California Building Code and shall read as follows:

3109.3.2 Indoor swimming pools. Walls surrounding indoor swimming pools shall not be required to comply with Section 3109.3.1.5.

15.04.180 - Chapter 1, Division II, Section 105.2 amended—Work exempt from permit.

Section 105.2 of Division II of Chapter 1 of the California Building Code is amended to read as follows:

105.2 Work exempt from permit. A building permit will not be required for the following:

1. One story detached accessory structures used as tool and storage sheds, gazebos, playhouses, temporary tents, and similar uses, provided the structure area, measured from the exterior, does not exceed one hundred twenty square feet and meets all required setbacks. Open structures, such as gazebos, will be measured from the roof line, not the support posts. It is permissible that these structures still be regulated by California Building Code Section 710A, despite exemption from permit.

2. Oil derricks.

3. Nonfixed and moveable fixtures, cases, racks, counters, and partitions not over five feet, nine inches in height.

4. Water tanks supported directly upon grade if the capacity does not exceed five thousand gallons.

5. Platforms, decks, walks, and driveways not more than thirty inches above grade and not over any basement or story below and are not part of an accessible route.

6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.

7. Temporary motion picture, television, and theater stage sets and scenery.

8. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies.

9. Prefabricated swimming pools accessory to a Group R, Division 3 Occupancy that are less than eighteen inches deep, do not exceed five thousand gallons, and are installed entirely above the ground.

10. Block walls and fences less than three feet in height.

11. Retaining walls under eighteen inches in height.

12. Swings and other playground equipment accessory to detached one- and two-family dwellings.

13. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

14. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits will be required for the above exempted items. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be in violation of any other laws or ordinances of this jurisdiction.

15.04.181 - Chapter 1, Division II, Section 109.1 amended—Payment of fees.

Section 109.1 of Division II of Chapter 1 of the California Building Code is amended to read as follows:

109.1 Payment of fees. The application plans, and specifications and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans shall be reviewed by other departments of the city to verify compliance with any applicable laws or ordinances under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this code, and other pertinent laws and ordinances, and that the fees specified in Section 109.2.1 and the fees required by other departments of the city have been paid, the Building Official shall issue a permit therefor to the applicant.

15.04.182 - Chapter 1, Division II, Section 109.2.1 added—Permit fees.

Section 109.2.1 is added to Division II of Chapter 1 of the California Building Code and shall read as follows:

109.2.1 Permit fees. A fee for each building permit shall be paid to the Building Official as set forth in a resolution adopted by the city council.

15.04.183 - Chapter 1, Division II, Section 109.2.2 added—Plan review fee.

Section 109.2.2 is added to Division II of Chapter 1 of the California Building Code and shall read as follows:

109.2.2 Plan review fee. When a plan or other data is required to be submitted by Section 107, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be at an amount set by resolution of the city council.

15.04.184 - Chapter 1, Division II, Section 109.2.3 added—Inspection fee.

Section 109.2.3 is added to Division II of Chapter 1 of the California Building Code and shall read as follows:

109.2.3 Inspection fee. That in lieu of the permit fees otherwise provided for in this section, the fee for the inspection of a structure to be moved into the City shall be paid as set by resolution of the city council.

15.04.185 - Chapter 1, Division II, Section 109.4.1 added—Work commencing before permit issuance penalty.

Section 109.4.1 is added to Division II of Chapter 1 of the California Building Code and shall read as follows:

109.4.1 Work commencing before permit issuance penalty. When the building official has determined that work which requires a permit by this code has commenced prior to permit issuance, a penalty equal to double the cost of the permit, may be charged.

15.04.186 - Chapter 1, Division II, Section 109.6 amended—Refunds.

Section 109.6 of Division II of Chapter 1 of the California Building Code is amended to read as follows:

109.6 Refunds. The Building Official may authorize refunding of any fee paid hereunder in accordance with the department policies and procedures.

15.04.191 - Appendix J—Definition of Building Official.

Throughout Appendix J of the California Building Code where the word "Building Official" appears it shall be amended to read "City Engineer."

15.04.192 - Section J103.1 amended—Permits required.

Section J103.1 of the California Building Code is amended to read as follows:

Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit thereof from the City Engineer. A grading permit does not include the construction of retaining walls or other structures.

A fee for each grading permit shall be paid as set forth in the City of Chino's Comprehensive Fee Schedule. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this code. There shall be no separate charge for standard terrace drains and similar facilities. The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be as set forth in the City of Chino's Comprehensive Fee Schedule. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this code.

For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.

Chapter 15.06 - RESIDENTIAL CODE

Sections:

15.06.010 - Adopted.
15.06.020 - Additions, deletions and amendments.
15.06.030 - Chapter 1, Division II, Section R105.2 amended—Work exempt from permit.
15.06.031 - Chapter 1, Division II, Section R105.3.1.1 deleted.
15.06.032 - Chapter 1, Division II, Section R108.1 amended—Payment of fees.
15.06.033 - Chapter 1, Division II, Section R108.2.1 added—Permit fees.
15.06.034 - Chapter 1, Division II, Section R108.2.2 added—Plan review fees.
15.06.035 - Chapter 1, Division II, Section R108.2.3 added—Inspection fee.
15.06.036 - Chapter 1, Division II, Section R108.5 amended—Refunds.
15.06.100 - Section R301.1.3.2 amended—Wood frame structures greater than two stories.
15.06.101 - Table R301.2(1) amended—Climatic and Geographic Design Criteria.

15.06.010 - Adopted.

There is adopted by reference the 2025 California Residential Code, with errata, incorporating the 2024 International Residential Code, including Chapter 1, Division II, and Appendix V. That certain document, three copies of which are on file with the city of Chino, being marked and designated as California Residential Code, 2025 Edition, as copyrighted 2025 by the International Code Council, is adopted as the Residential Code of the City of Chino, for regulating the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of all buildings and structures in the City of Chino, providing for the issuance of permits therefor; and each and all such regulations are referred to, adopted, and made part hereof as though fully set out in this section, excepting such portions as are hereinafter deleted, modified, or amended by this chapter.

15.06.020 - Additions, deletions and amendments.

The California Residential Code, adopted by Section 15.06.010, is amended as set out in this chapter.

15.06.030 - Chapter 1, Division II, Section R105.2 amended—Work exempt from permit.

Section R105.2 of the California Residential Code is amended to read as follows:

R105.2 Work exempt from permit. A building permit will not be required for the following:

1. One story detached accessory structures used as tool and storage sheds, gazebos, playhouses, temporary tents, and similar uses, provided the structure area, measure from the exterior, does not exceed one hundred twenty square feet and meets all required setbacks. Open structures, such as gazebos, will be measured from the roof line, not the support posts. It is permissible that these structures still be regulated by Section 710A of the California Building Code, despite exemption from permit.

2. Oil derricks.

3. Nonfixed and moveable fixtures, cases, racks, counters, and partitions not over five feet, nine inches in height.

4. Water tanks supported directly upon grade if the capacity does not exceed five thousand gallons.

5. Platforms, decks, walks, and driveways not more than thirty inches above grade and not over any basement or story below.

6. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.

7. Temporary motion picture, television, and theater stage sets and scenery.

8. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies.

9. Prefabricated swimming pools accessory to a Group R, Division 3 Occupancy that are less than eighteen inches deep, do not exceed five thousand gallons, and are installed entirely above the ground.

10. Block walls and fences less than three feet in height.

11. Retaining walls under eighteen inches in height.

12. Swings and other playground equipment accessory to detached one- and two-family dwellings.

13. Driveways, sidewalks, and walks that are not part of an accessible route.

14. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4

Unless otherwise exempted by this code, separate plumbing, electrical, and mechanical permits will be required for the above exempted items. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be in violation of any other laws or ordinances of this jurisdiction.

15.06.031 - Chapter 1, Division II, Section R105.3.1.1 deleted.

Chapter 1, Division II, Section R105.3.1.1 of the California Residential Code is deleted.

15.06.032 - Chapter 1, Division II, Section R108.1 amended—Payment of fees.

Section R108.1 of the California Residential Code is amended to read as follows:

R108.1. Payment of fees. The application plans, and specifications and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans shall be reviewed by other departments of the City to verify compliance with any applicable laws or ordinances under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this code, and other pertinent laws and ordinances, and that the fees specified in Section 108.2.1 and the fees required by other departments of the City have been paid, the Building Official shall issue a permit therefor to the applicant.

15.06.033 - Chapter 1, Division II, Section R108.2.1 added—Permit fees.

Section R108.2.1 is added to the California Residential Code and shall read as follows:

R108.2.1 Permit fees. A fee for each building permit shall be paid to the Building Official as set forth by resolution of the city council.

15.06.034 - Chapter 1, Division II, Section R108.2.2 added—Plan review fees.

Section R108.2.2 is added to the California Residential Code and shall read as follows:

R108.2.2 Plan review fee. When a plan or other data is required to be submitted by Section 106 a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plans review fee shall be set by resolution of the city council.

15.06.035 - Chapter 1, Division II, Section R108.2.3 added—Inspection fee.

Section R108.2.3 is added to the California Residential Code and shall read as follows:

R108.2.3 Inspection fee. That in lieu of the permit fees otherwise provided for in this section, the fee for the inspection of a structure to be moved into the City shall be paid as set by resolution of the city council.

15.06.036 - Chapter 1, Division II, Section R108.5 amended—Refunds.

Section R108.5 of the California Residential Code is amended to read as follows:

R108.5 Refunds. The building official may authorize refunding of any fee paid hereunder in accordance with the department policies and procedures.

15.06.100 - Section R301.1.3.2 amended—Wood frame structures greater than two stories.

Section R301.1.3.2 of the California Residential Code is amended to read as follows:

R301.1.3.2 Wood frame structures greater than two stories. The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than two stories in height located in Seismic Design Category A, B, or C. Notwithstanding other sections, the law establishing these provisions is found in Business and Professions Code Sections 5537 and 6737.1.

The Building Official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than one story in height located in Seismic Design Category D_0, D_1, D_2, or E.

15.06.101 - Table R301.2(1) Amended—Climatic and Geographic Design Criteria.

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY [f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP [e]	ICE BARRIER UNDER-LAY-MENT REQUIRED [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
	Speed [d] (mph)	Topo-graphic effects [k]		Weathering [a]	Frost line Depth [b]	Termite [c]					
Zero	110	No	D_2 or E	Negligible	12-24"	Very Heavy	43	No	See footnote g	0	60

Footnotes: For S1: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R30l.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.

e. Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

   (a) Chino became a "Community" per the National Flood Insurance Program (NFIP) on June 30, 1976 .....Community No. is 060272A/060272.

   (b) The latest Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) is August 28, 2008.

   (c) Plan Numbers of applicable FIRMs for our community are: 06071C: 8615H, 8616H, 8620H, 9330H, 9335H, 9345H, and 9375H.

h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with Section R30 1.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

Chapter 15.08 - MECHANICAL CODE

Sections:

15.08.010 – Adopted.

15.08.020 – Chapter 1, Division II, Section 104.5 amended—Permit Fees.

15.08.010 - Adopted.

There is adopted by reference the 2025 California Mechanical Code, with errata, incorporating the 2024 Uniform Mechanical Code, including Chapter 1, Division II. That certain document, three copies of which are on file with the city of Chino, being designated and marked as the California Mechanical Code, 2025 Edition, copyrighted 2024 by the International Association of Plumbing and Mechanical Officials is adopted for regulating the installation, maintenance, and repair of heating and cooling within the city of Chino and prescribing standards of inspection therefor, and each and all such regulations are referred to, adopted and made a part hereof, as though fully set out in this chapter.

15.08.020 - Chapter 1, Division II, Section 104.5 amended—Permit Fees.

Chapter 1, Division II, Section 104.5 of the California Mechanical Code is amended to read as follows:

104.5 Fees. Fees shall be assessed in accordance with the provisions of this section and as designated in the fee schedule adopted by resolution of the city council.

Chapter 15.12 - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sections:

15.12.010 - Adopted.
15.12.020 - Additions, deletions and amendments.
15.12.030 - Section 101.1 amended—Title.
15.12.050 - Section 103.3 amended—Fees.
15.12.051 - Section 112.4 amended—Failure to comply.
15.12.052 - Section 303 deleted—Swimming pools, spas and hot tubs.
15.12.060 - Reserved.
15.12.062 - Section 304.14 amended—Insect screens.
15.12.064 - Section 602.3 amended—Heat supply.
15.12.066 - Section 602.4 deleted—Occupiable work spaces.

15.12.010 - Adopted.

There is hereby adopted by reference the International Property Maintenance Code, 2024 Edition. That certain document, three copies of which are on file with the city of Chino, being marked and designated as the International Property Maintenance Code, 2024 Edition, sponsored by the International Code Council, is adopted as the International Property Maintenance Code of minimum requirements of residential buildings and providing for enforcement thereof and penalties for violations of such code, and each and all the regulations, provisions, penalties, conditions and terms of such International Property Maintenance Code, 2024 Edition, are referred to, adopted and made a part hereof as though fully set forth in this chapter.

15.12.020 - Additions, deletions and amendments.

The International Property Maintenance Code adopted by Section 15.12.010, is amended as set out in this chapter.

15.12.030 - Section 101.1 amended—Title.

Section 101.1 of the International Property Maintenance Code is amended as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the city of Chino, herein referred to as "this code."

15.12.050 - Section 103.3 amended—Fees.

Section 103.5 of the International Property Maintenance Code is amended as follows:

103.5 Fees. The fees for activities and services performed by the City of Chino in carrying out its responsibilities under this code shall be indicated in the most current adopted User Fee Schedule.

15.12.051 - Section 110.4 amended—Failure to comply.

Section 110.4 of the International Property Maintenance Code is amended as follows:

110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to administrative citations as set forth in section 1.15 of the Chino Municipal Code, or any successor ordinance.

15.12.052 - Section 303 deleted—Swimming pools, spas and hot tubs.

Section 303 of the International Property Maintenance Code is deleted.

15.12.060 - Reserved.

15.12.062 - Section 304.14 amended—insect screens.

Section 304.14 of the International Property Maintenance Code is amended to read as follows:

304.14 Insect screens. At all times, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum sixteen mesh per inch and every screen door used for insect control shall have a self-closing device in good working condition.

15.12.064 - Section 602.3 amended—Heat supply.

Section 602.3 of the International Property Maintenance Code is amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who occupies, rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants at all times to maintain a minimum temperature of sixty-eight degrees F in all habitable rooms, bathrooms and toilet rooms.

15.12.066 - Section 602.4 deleted—Occupiable work spaces.

Section 602.4 of the International Property Maintenance Code is deleted.

Chapter 15.16 - ABATEMENT OF DANGEROUS BUILDINGS

Sections:

15.16.010 - Adopted.
15.16.011 - Section 202.1 added—Immediate hazardous condition.
15.16.020 - Section 801.1 amended—Procedure.
15.16.030 - Section 801.2 amended—Costs.
15.16.040 - Sections 802.1 and 802.2 deleted.
15.16.050 - Section 901 amended—Expense account for repair or demolition.

15.16.010 - Adopted.

There is hereby adopted by reference the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition. That certain document, three copies of which are on file with the city of Chino, is designated and marked as the Uniform Code for the Abatement of Dangerous Buildings, whereby buildings and structures that endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

15.16.011 - Section 202.1 added—Immediate hazardous condition.

Section 202.1 is added to the Uniform Code for the Abatement of Dangerous Buildings and shall read as follows:

202.1 Immediate Hazardous Condition. Whenever the Building Official determines by inspection that a structure constitutes an immediate hazardous condition, the Building Official shall first make a reasonable effort to locate and notify the owner or other persons having charge or control of the structure. If neither can be located, the Building Official shall issue an order directed to the owner or other person in control of the structure to have the hazardous condition either removed or repaired immediately. If no one in charge of the structure can be located, the Building Official shall order the hazardous condition abated either by City personnel or by a private contractor.

Recovery of cost of repair or removal shall be as specified in Section 905.

15.16.020 - Section 801.1 amended—Procedure.

Section 801.1 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read as follows:

801.1 Procedure. When any work or repair or demolition is to be done pursuant to Section 701.3 of this code, the Building Official shall issue his order therefor and the work shall be accomplished by City personnel or by private contract. Plans and specifications therefor may be prepared with architectural and engineering assistants on a contract basis. If any part of the work is to be accomplished by private contract, standard contractual procedures shall be followed.

15.16.030 - Section 801.2 amended—Costs.

Section 801.2 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read as follows:

801.2 Costs. The cost of such work may be paid by a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the city council shall determine is appropriate.

15.16.040 - Sections 802.1 and 802.2 deleted.

Sections 802.1 and 802.2 of the Uniform Code for the Abatement of Dangerous Buildings are deleted.

15.16.050 - Section 901 amended—Expense account for repair or demolition.

Section 901 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read as follows:

Where the phrase "Director of Public Works" appears, it shall be amended to read "Building Official."

Chapter 15.20 - HAZARDOUS AND UNSAFE COMMERCIAL BUILDINGS

Sections:

15.20.010 - Definitions.
15.20.020 - Scope.
15.20.030 - Determination of compliance.
15.20.040 - Design and construction criteria.
15.20.050 - Maintenance of parapets or other appendages.
15.20.060 - Voluntary repairs or alterations—Compliance to California Building Code.
15.20.070 - Design criteria for buildings two or more stories in height.
15.20.080 - Immediately hazardous conditions—Notice to abate.
15.20.090 - Hazardous condition—Notice to abate.
15.20.100 - Expenses incurred by city—Collection.
15.20.110 - Reserved.
15.20.120 - Violation—Penalty.

15.20.010 - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

A. *"A matter of personal safety"* means a situation where because of the conditions of a building or portions thereof a person or persons including the owner, tenants, or any occupants thereof may be potentially in danger of loss of life, property, or physical personal injury.

B. *"A matter of public safety"* means a situation where, because of the condition of a building or portions thereof, a person or persons other than the owners and tenants thereof are very likely to be in danger of loss of life, property, or physical injury.

C. *"Commercial building"* means any building used either partially or wholly for commerce at the inception date of this chapter.

D. *"Hazardous building"* means a building or structure which is structurally inadequate as required by the provisions of this chapter, or is otherwise potentially dangerous to human life, safety, health or public welfare, by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, or abandonment.

E. *"Immediately hazardous condition"* means a condition involving a building or portions thereof that if not immediately corrected constitutes a real, present and immediate danger to life, safety, or health of any person.

F. *Substandard building"* means a building or portion thereof in which there exists defective conditions as required by the provisions of this chapter.

15.20.020 - Scope.

The provisions of this chapter apply to the construction, alteration, or repair of all commercial buildings either occupied or unoccupied within the city.

15.20.030 - Determination of compliance.

Whenever, in the opinion of the building official of the city, there is insufficient evidence of compliance with the provisions of this chapter, or the building official has determined that there is insufficient evidence that a structure or methods of construction do not conform to all the requirements of this chapter, the building official shall require tests and engineering as proof of compliance to be made at the expense of the owner or his agent by an approved agency. Copies of required tests or engineering calculations shall be submitted to the building department and shall be retained by such department in a permanent file.

15.20.040 - Design and construction criteria.

A. Every existing building constructed prior to May 26, 1933, except a building to which this chapter does not apply, shall contain sufficient structural elements to resist and withstand horizontal forces from any direction of not less than either of the following, whichever is the greater:

    1. Two percent of the total vertical design load for buildings over forty feet in height from the top of their foundations, and three percent of the total vertical load for buildings less than forty feet in height from the top of their foundations;

    2. Twenty pounds per square foot of wind pressure on the vertical projection of the exposed surface of every portion of the building more than sixty feet in height, and fifteen pounds per square foot of wind pressure on the vertical projection of the exposed surface of every portion of the building sixty feet or less in height.

B. In computing the resistance of any building to horizontal forces the stresses resulting from the combined vertical and horizontal forces shall not exceed one and one-third times the allowable working stress as adopted and specified in the current building code or as amended.

15.20.050 - Maintenance of parapets or other appendages.

A. No building shall have any parapet or appendage attached to or supported by an exterior wall of the building and located adjacent to a public way or to a way set apart for exit from building or passage of pedestrians. If such parapet or appendage is not so adequately constructed, anchored, or braced as to remain wholly in its original position in event of an earthquake having the effect designed by Section 2305 of the California Building Code, compliance pursuant to Section 15.20.030 is required.

B. Whenever the building department determines by inspection that an existing parapet or appendage is not so adequately constructed, anchored, or braced as to remain wholly in its original position, the building official shall, by written notice addressed to the owner,

person, or agent in control of the building, designate and describe the hazards and inadequacies of construction, anchorage, or bracing determined by such inspection and direct that the necessary correction be made to insure that all of the parapets or appendages remain in its original position. Upon receipt of such notice, the owner, person, or agent in control of the building where such parapet exists shall:

1. Within three months from the date of such notice submit to the building department, for its review and approval, suitable corrective plans; all such corrective plans shall have the intent of eliminating the parapet or appendage, or reconstructing such parapet or appendage so that it will conform structurally with the requirements of the California Building Code, or strengthening such parapet or appendage by bracing or other means so that it will resist the forces of an earthquake and remain in its original position;

2. Obtain the necessary alteration permit;

3. Within one year from the date of such notice, complete all work necessary or ordered; however, the city council may, upon application to it for an extension of such one year period, grant an extension of time not to exceed a total of three years from the date of such notice, where good cause is shown; the factors that the city council shall consider in determining whether an extension of time should be granted shall include, but not be limited to, the following factors:

    a. The eminence and extent of the structural hazard and the degree of inadequacy of construction as determined by the city building division,

    b. The estimated cost to complete all work necessary or ordered in comparison to the fair market value of the building in question,

    c. The amount of progress, if any, shown by the applicant towards resolution of the problems described in the notice from the building division.

C. The city council may revoke any extension of time granted hereunder, after notice has been given to the applicant and public hearing held on the matter, at any time it determines that reasonable progress is not being made by the applicant to complete all work necessary or ordered.

15.20.060 - Voluntary repairs or alterations—Compliance to California Building Code.

All voluntary repairs or alterations shall be required to meet the standards, construction and engineering as provided in Chapter 1 Division II of the California Building Code as adopted by the city.

15.20.070 - Design criteria for buildings two or more stories in height.

It will be required that the owner or agent in control of all structures of two stories or more built prior to May 26, 1933, within the city shall be required to perform as follows:

A. Submit to the building department within a period of three years from the effective date of this chapter adequate engineering, including calculations, based upon the design criteria as adopted in this chapter, which would justify the story or stories above the first

floor remaining, or corrective plans to bring the structure up to a standard equal to or better than the adopted design criteria;

B. When the corrective plans have been approved, obtain the necessary alteration or repair permits;

C. Complete all of the work necessary so the structure will conform structurally to all requirements of the adopted criteria within a period not to exceed three and one-half years from the effective date of this chapter.

15.20.080 - Immediately hazardous conditions—Notice to abate.

Whenever the building department determines by inspection that a structure or structures constitutes all immediately hazardous conditions as defined in this chapter, the building official shall give written notice to the owner or agent in control of the subject structure to abate such hazard. The notice shall describe the hazard and shall set forth a maximum time of thirty days to abate the hazard either by removal of the hazard or by repair or rehabilitation of the elements that constitute the hazard. If structural repairs are necessary to eliminate the hazard, such repairs shall meet the requirements of the design and construction criteria as adopted by this chapter.

15.20.090 - Hazardous condition—Notice to abate.

Whenever the building department determines by inspection that a structure or structures constitutes a hazardous condition as defined in this chapter, the building official shall give written notice to the owner or agent in control of the subject structure to abate such hazard. The notice shall describe the hazard and shall set forth a maximum time of ninety days to abate the hazard either by removal of the hazard or by repair or rehabilitation of the elements that constitute the hazard. If structural repairs are necessary to eliminate the hazard, such repairs shall meet the requirements of the design and construction criteria as adopted by this chapter.

15.20.100 - Expenses incurred by city—Collection.

Whenever such insufficient evidence or lack of compliance causes the city to incur an expense in order to obtain proper evidence or full compliance in accordance with the provisions of this chapter, such costs or expenses shall be charged to the owner of the premises involved as a special assessment on the land on which the building or structure is located and shall be collected in the manner provided for special assessments.

15.20.110 - Reserved.

15.20.120 - Violation—Penalty.

It is unlawful for any person to enlarge, alter, repair, improve, convert, use, occupy, or maintain any building or structure in the city or cause the same to be done contrary to or in violation of any of the provisions of this chapter.

Chapter 15.24 - PLUMBING CODE

Sections:

15.24.010 - Adopted.
15.24.020 - Chapter 1, Division II, Section 1.4.5 amended—Fees.

There is adopted by reference the 2025 California Plumbing Code, with errata, incorporating the 2024 Uniform Plumbing Code, including Chapter 1, Division II. That certain document, three copies of which are on file with the city of Chino, being designated and marked as the California Plumbing Code, copyrighted 2024 by the International Association of Plumbing and Mechanical Officials, is adopted for regulating the installation, maintenance and repair of plumbing within the city, and prescribing standards of inspection therefor, and each and all such regulations are referred to, adopted and made a part hereof as though fully set out in this chapter.

15.24.020 - Chapter 1, Division II, Section 104.5 amended—Fees.

Chapter 1, Division II, Section 104.5 of the California Plumbing Code is amended to read as follows:

104.5 Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth by resolution of the city council.

Chapter 15.28 - ELECTRICAL CODE

Sections:

15.28.010 - Adopted.
15.28.015 - Fees.
15.28.020 - Article 590 amended—Temporary electrical power and lighting installations.
15.28.030 - Requirements for cable television wiring in residential dwelling units.

15.28.010 - Adopted.

There is adopted by reference the 2025 California Electrical Code, with errata, incorporating the 2023 National Electrical Code. That certain document, three copies of which are on file with the city of Chino, being designated and marked as the California Electrical Code, 2025 Edition, as copyrighted 2023 by the National Fire Protection Association, is adopted as the Electric Code of the city of Chino for regulating the installation, maintenance and repair of electrical wiring and equipment within the city and prescribing standards of inspection and requirements therefor; and each and all such regulations are referred to, adopted and made a part hereof as though fully set out in this chapter.

15.28.015 - Fees.

All permits shall be paid as set forth by Resolution of the City Council.

15.28.020 - Article 590 amended—Temporary electrical power and lighting installations.

Article 590 of the California Electrical Code is amended as follows:

590 Temporary electrical power and lighting installations.

a. During the Period of Construction. Temporary electrical power and lighting installations shall be permitted during the period of construction, remodeling, maintenance, repair, or demolition of buildings, structures, equipment, or similar activities.

b. 80 Days. Temporary electrical power and lighting installations shall be permitted for a period not to exceed eighty days, between November 1 and January 19, for decorative lighting and similar purposes.

c. Emergencies and Tests. Temporary electrical power and lighting installations shall be permitted during emergencies and for tests, experiments, and developmental work.

d. Removal. Temporary wiring shall be removed immediately upon completion of construction or purpose for which the wiring was installed.

15.28.030 - Requirements for cable television wiring in residential dwelling units.

The following provision is added to the California Electrical Code:

Each single-family occupancy and each occupancy of a multifamily, Group R occupancy shall have installed therein a separate coaxial cable wiring system consisting of at least two outlet boxes, coaxial cable, junction boxes, and other necessary fixtures for the supply of Community Antenna Television (C.A.T.V.). The wiring system shall be installed such that a C.A.T.V. supply can be connected in the general vicinity of telephone service connections and said wiring system shall be installed in conformance with Article 820 of the California Electrical Code, 2025 Edition. The outlet boxes shall be located in the dwelling to the satisfaction of the building official so as to make best future use of the C.A.T.V. system.

Chapter 15.30 - EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS (EVCS)

Sections:

15.30.010 - Intent and purpose.
15.30.020 - Title, words and phrases.
15.30.030 - Applicability.
15.30.040 - Expedited review process.
15.30.050 - Electronic submittals.
15.30.060 - Association approval.
15.30.070 - Permit application processing.
15.30.080 - Technical review.
15.30.090 - Checklist.

15.30.090.a- Residential EV charger checklist.

15.30.090.b- Non-Residential EV charger checklist.

15.30.010 - Intent and purpose.

The intent and purpose of this chapter is to adopt an expedited, streamlined electric vehicle charging system permitting process to achieve timely and cost-effective installations of electric vehicle charging systems in compliance with California Government Code Section 65850.7, Assembly Bill No. 970 and Assembly Bill No. 1236. This chapter is designed to encourage the use of electric vehicles by removing barriers, minimizing costs to property owners and the city, and expanding the ability of property owners to install electric vehicle charging systems. This chapter allows the city to achieve these goals while protecting the public health and safety.

15.30.020 - Title, words and phrases.

This ordinance [from which this chapter derives] shall be known as the City of Chino Electric Vehicle Charging Station Permit Expediting Ordinance. The terms, phrases, and words used in this chapter shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

15.30.030 - Applicability.

Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in the city's Electric Vehicle Charging Station Permit Expediting Ordinance.

15.30.040 - Expedited review process.

Consistent with Government Code Section 65850.7, the building official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the governor's office of planning and research. The city's adopted checklist shall be published on the city's website.

A. EVCS Projects with 1-25 stations: 5 business days to deem an application complete or incomplete, once application is complete, 20 business days to issue an approval to build.

B. EVCS Projects with 26 or more stations: 10 business days to deem an application in/complete, 40 business days to issue an approval to build.

C. Parking Considerations: If EV Charging Stations and Support Equipment take place of parking spaces, city/county is required to reduce the number of required parking spaces.

15.30.050 - Electronic submittals.

Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this chapter and associated supporting documentation. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.30.060 - Association approval.

Consistent with Government Code Section 65850.7, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

15.30.070 - Permit application processing.

A permit application that satisfies the information requirements in the city's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the building official that the permit application and supporting documents meet the requirements of the city's adopted checklist, and are consistent with all applicable laws, the building official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. All permit applications require a zoning clearance determination. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the city. If the building official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

15.30.080 - Technical review.

It is the intent of this chapter to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations, so long as the action does not supersede the building official's authority to address higher priority life-safety situations.

15.30.090 - Checklist.

The checklists authorized by this chapter are depicted in the following tables:

/ / /

/ / /

/ / /

Table 15.30.090.a

COUNTY OF SAN BERNARDINO			
	CITY OF CHINO **DEVELOPMENT SERVICES** **BUILDING & SAFETY**		
	RESIDENTIAL ELECTRIC VEHICLE (EV) CHARGER CHECKLIST		
PHONE 909-334-3251 INSPECTION 909-334-3252	13320 CENTRAL AVE, CHINO, CA		
FAX 909-334-3279	1/1/26	ELECTRICAL VEHICLE CHARGER CHECKLIST	PAGE 1 OF 5

The purpose of this checklist is to assist permit applicants in streamlining the permitting, installation and inspection process for Residential EV Chargers.
PLEASE REFER TO THE CURRENT CALIFORNIA ELECTRIC CODE (CEC)
For more specific regulations and requirements.

Be aware that there are different types of Electric Vehicle (EV) Chargers. There are 2 basic types of EV chargers for home use (Level 1 and Level 2). Level 1 Chargers are smaller units that plug directly into a standard 120 volt receptacle outlet. These types of chargers typically require a longer duration to recharge the vehicle. If the receptacle outlet being used to plug-in the Level 1 Charger is existing, there is no requirement to secure a permit from the Building and Safety Division. On the other hand, if you will be installing a new 120 volt receptacle outlet for the charger, you will need to obtain a permit – however, you will not need to provide any plans or electrical load calculations as would be required for the more powerful Level 2 type charging systems.

A Level 2 EV Charging system requires 240 volt and charges the vehicle much faster than a Level 1 Charger. Level 2 Charger installations require permits. To obtain the permit, you will need to provide some basic information to show that your existing electrical service can handle the added load.

What information do I need to provide to obtain the permit? This Residential EV Charger Permit Guideline has been developed to streamline the permit, installation and inspection process. In most cases, you or your contractor merely need to fill-in the blanks on this document, complete a building permit application with required project information, attach the manufacturer's installation instructions, charger specifications, and submit it to the Building and Safety Division for review and permit issuance. If all the information is accurately provided and the proposal complies with the applicable codes, the review and approval process will be expedited. Once the permit is issued, the installation may begin. When the installation is complete an inspection of the work will be scheduled with the Building Inspector upon request by the owner or contractor. Inspections are typically performed on the business day following your request for inspection. Keep in mind that someone will need to be present during the inspection so that the Building Inspector can access the location of the EV Charger (typically in the garage).

Installing a Level 2 EV Charging system sometimes requires changes to building wiring and utility electric services. Before installing charging equipment and associated infrastructure, talk to your EV manufacturer for information about what you need to charge your vehicle.

When installing your EV charger, be sure to use a licensed Electrical contractor whose state contractor's license and insurance are current. The contractor should follow the installation instructions of the EV charger manufacturer and the requirements of California Electrical Code.

Why is the Electric Utility concerned about your EV charger installation? Though an individual Level 2 EV charger may have a negligible impact on the utility electric system, the combined effect of several chargers in the same neighborhood could result in overloads on utility secondary wires and transformers. It is

crucial that the Electrical Utility provider be notified of any Level 2 Charging station installations to ensure that utility electrical system components are adequately sized to maintain high levels of service reliability.

LEVEL 2 ELECTRIC VEHICLE CHARGER - SERVICE LOAD CALCULATION

INSTRUCTIONS: Review the list of electrical loads in the table below and check (✓) all that exist in the home (don't forget to include the proposed Level 2 EV Charger). For each item checked (✓), fill-in the corresponding "Watts used" (refer to the "Typical Usage" column for wattage information). Add up all the numbers that are written in the "Watts Used" column. Write that number in the "Total Watts Used" box at the bottom of the table and proceed to the next page.

(Loads shown are rough estimates; actual loads may vary – for a more precise analysis, use the nameplate ratings for appliances and other loads and consult with a trained electrical professional.)

✓Check All Applicable Loads	Description of Load	Typical usage	Watts used
GENERAL LIGHTING AND RECEPTACLE OUTLET CIRCUITS			
✓	Multiply the Square Footage of House X 3	3 watts/sq. ft.	
KITCHEN CIRCUITS			
✓	Kitchen Circuits	3,000 watts	3,000
	Electric oven	2,000 watts	
	Electric stove top	5,000 watts	
	Microwave	1,500 watts	
	Garbage Disposal under kitchen sink	1,000 watts	
	Automatic Dish washer	3,500 watts	
	Garbage Compactor	1,000 watts	
	Instantaneous hot water at sink	1,500 watts	
LAUNDRY CIRCUIT			
✓	Laundry Circuit	1,500 watts	1,500
	Electric Clothes Dryer	4,500 watts	
HEATING AND AIR CONDITIONING CIRCUITS			
	Central Heating (gas) and Air Conditioning	6,000 watts	
	Window mounted AC	1,000 watts	
	Whole-house or attic fan	500 watts	
	Central Electric Furnace	8,000 watts	
	Evaporative Cooler	500 watts	
OTHER ELECTRICAL LOADS			
	Electric Water Heater (Storage type)	4,000 watts	
	Electric Tankless Water Heater	15,000 watts	
	Swimming Pool or Spa	3,500 watts	
	Other: (*describe)*	watts	
	Other:	watts	
	Other:	watts	
ELECTRIC VEHICLE CHARGER CIRCUIT			
	Level 2 Electric Vehicle Charger wattage rating*		
(Add-up all of the watts for the loads you have checked ✓) **TOTAL WATTS USED ➔**			

****Use name plate rating in watts or calculate as: (Ampere rating of circuit X 240 volts = Watts)***

INSTRUCTIONS: Using the ***Total Watts Used*** number from the previous page, check (✓) the appropriate line in column 1 and follow that line across to determine the minimum required size of the electrical service panel shown in column 3. In column 4, write-in the size of your existing service panel (main breaker size). If your existing service panel (column 4) is smaller than the minimum required size of the existing service (column 3), then you will need to install a new upgraded electrical service panel to handle the added electrical load from the proposed Level 2 EV Charger.

Table based on CEC 220.83(A), 230.42, and Annex D.

1	2	3	4
✓Check the appropriate line	**Total Watts Used (from previous page)**	**Minimum Required Size of Existing 240 Volt Electrical Service Panel *(Main Service Breaker Size)***	**Identify the Size of Your Existing Main Service Breaker *(Amps)*****
	up to 48,000	100 amps	
	48,001 to 63,000	125 amps	
	63,001 to 78,000	150 amps	
	78,001 to 108,000	200 amps	
	108,001 to 123,000	225 amps	

Please note that the size of your **Existing service (column 4) MUST be equal to or larger than the Minimum **Required** Size (column 3) or a new larger electrical service panel will need to be installed in order to satisfy the electrical load demand of the EV charger.

STATEMENT OF COMPLIANCE

By my signature, I attest that the information provided is true and accurate.

Job Address: _____
(Print job address)

Signature: _____ _____
(Signature of applicant) (Date)

In addition to this document, you will also need to provide a copy of the manufacturer's installation literature and specifications for the Level 2 Charger you are installing.

Please note that this is a voluntary compliance alternative and you may wish to hire a qualified individual or company to perform a thorough evaluation of your electrical service capacity in lieu of this alternative methodology. Use of this electrical load calculation estimate methodology and forms is at the user's risk and carries no implied guarantee of accuracy. Users of this methodology and these forms are advised to seek professional assistance in determining the electrical capacity of a service panel.

OTHER HELPFUL INFORMATION FOR EV CHARGER INSTALLATIONS:

The Table below illustrates the type and size of wire and conduit to be used for various Electric Vehicle Charger circuits.

Size of EV Charger Circuit Breaker	Required minimum size of Conductors (THHN wire)	Conduit Type and Size***		
		Electrical Metallic Tubing (EMT)	Rigid Nonmetallic Conduit – Schedule 40 (RNC)	Flexible Metal Conduit (FMC)
20 amp	#12	1/2"	1/2"	1/2"
30 amp	#12	1/2"	1/2"	1/2"
40 amp	#10	1/2"	1/2"	1/2"
50 amp	#8	3/4"	3/4"	3/4"
60 amp	#6	3/4"	3/4"	3/4"
70 amp	#6	3/4"	3/4"	3/4"

******Based on 4 wires in the conduit (2-current carrying conductors, 1-grounded conductor, 1-equipment ground).***

As an alternate, Nonmetallic Sheathed Cable (aka: Romex Cable or NMC) may be used if it is protected from physical damage by placing the cable inside a wall cavity or attic space which is separated from the occupied space by drywall or plywood.

The Table below illustrates the required supports for various types of electrical conduit or cable.

Conduit Support	Electrical Metallic Tubing (EMT)	Rigid Nonmetallic Conduit – Schedule 40 (RNC)	Flexible Metal Conduit (FMC)	Nonmetallic Sheathed Cable (NMC)
Conduit Support Intervals	10'	3'	4-1/2'	4-1/2'
Maximum distance from box to conduit support	3'	3'	1'	1'

In addition to the above noted requirements, the 2025 California Electrical Code contains many other provisions that may be applicable to the installation of a new electrical circuit. Installers are cautioned to be aware of all applicable requirements before beginning the installation. For additional information or guidance, consult with the Building and Safety Division staff or a qualified and experienced Electrical Contractor.

GENERAL INSTALLATION GUIDELINES FOR LEVEL 2 RESIDENTIAL EV CHARGERS

1. GENERAL REQUIREMENTS - All Electrical Vehicle Charging Systems shall comply with the applicable sections of the 2025 California Electrical Code, including Article 625.

2. EQUIPMENT LOCATION - The coupling means of the electric vehicle supply equipment shall be stored at a height of 18 – 48 inches above the finished floor. (CEC Art 625.50)

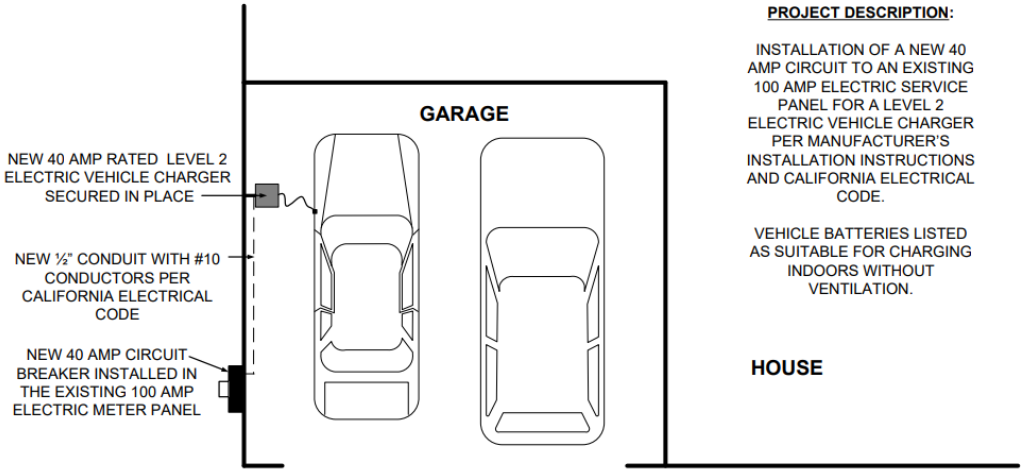
3. LISTED EQUIPMENT - All electric vehicle supply equipment shall be listed by a nationally recognized testing laboratory.

4. FASTENED IN PLACE – Where the electric vehicle supply equipment or charging system is fastened in place, the usable length of the output cable shall be measured from the cable exit of the electric vehicle supply equipment or charging system to the face of the electric vehicle connector. (CEC Article 625.17.C.2).

5. PROTECTION FROM PHYSICAL DAMAGE - Electrical Vehicle Supply Equipment shall be protected against vehicle impact damage when located in the path of a vehicle. In order to avoid the installation of a substantial pipe bollard as an equipment guard, locate the Electrical Vehicle Supply Equipment on a garage side wall, out of vehicular path. (CEC Article 110.27(B))

6. IF MORE THAN 60 AMPS- When equipment is rated at more than 60 amps or more than 150 volts to ground, the disconnect means shall be provided and installed in a readily accessible location and shall be capable of being locked on the open position. (CEC Article 625.42 & 110.25)

SAMPLE ELECTRICAL PLAN FOR LEVEL 2 ELECTRIC VEHICLE CHARGER CIRCUIT INSTALLATION



PROJECT DESCRIPTION:

INSTALLATION OF A NEW 40 AMP CIRCUIT TO AN EXISTING 100 AMP ELECTRIC SERVICE PANEL FOR A LEVEL 2 ELECTRIC VEHICLE CHARGER PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND CALIFORNIA ELECTRICAL CODE.

VEHICLE BATTERIES LISTED AS SUITABLE FOR CHARGING INDOORS WITHOUT VENTILATION.

Table 15.30.090.b

COUNTY OF SAN BERNARDINO			
	CITY OF CHINO DEVELOPMENT SERVICES BUILDING & SAFETY		
	NON-RESIDENTIAL ELECTRIC VEHICLE (EV) CHARGER CHECKLIST		
PHONE 909-334-3251 INSPECTION 909-334-3252	13320 CENTRAL AVE, CHINO, CA		
FAX 909-334-3279	1/1/2026	VEHICLE CHARGER CHECKLIST	PAGE 1 OF 10

This document provides all the needed links to forms and checklists necessary to utilize Permit Chino's Expedited Permitting Process for Electric Vehicle Charging Stations (EVCS). This process provides an expedited and streamlined permitting process for qualifying EVCS systems. Once all the documentation is correctly and fully completed and submitted, a permit will be processed and approved for issuance in a timely manner.

Step 1. Download, review and complete the Non-Residential Electric Vehicle Charging Stations (EVCS) Checklist below. Submit all information requested on the checklist.

Step 2. Fully complete and sign a Building Permit Application form.
https://www.cityofchino.org/DocumentCenter/View/5624/Building-Permit-Application-PDF-

Step 3. Submit all of the required documentation (Steps 1 and 2) You will be notified by email when documents have been processed, reviewed and approved for permit issuance.

Submittal Requirements Checklist for Permitting of Electric Vehicle Charging Stations (EVCS)

This checklist is provided to guide applicants through a streamlined permitting process for Electric Vehicle Charging Stations (EVCS).

1. Approval Requirements

a) The Building Department will conduct the plan review and inspection for EVCS installations.

b) Planning Department plan review approval is not required for EVCS installations unless the Building Official determines that the proposed EVCS will have a specific, adverse impact upon the public health or safety.

c) Fire Department plan review and inspection approval is not required for EVCS installations unless the system includes a stationary storage battery system as defined in the CA Fire Code.

2. Submittal Information

a) All forms and checklists described herein are available on the Chino web site located at https://www.cityofchino.org/180/Building-Applications-Forms Building Permit Application (available at Chino web site) is required for all EVCS installations.

c) One copy of this checklist must be completed and submitted to the building division along with the Building Permit application. Please provide an explanation for any checklist item not completed or met.

d) The project shall be submitted online https://aca-prod.accela.com/CHINO/Default.aspx Plan submittals shall include, but not be limited to:

1) A Title Page

2) A Site Plan [Not required for Level One or Level Two EVCS equipment installed within an existing one- or two-family residential structure (i.e., garage or carport)].

3) An Electrical Floor Plan [Not required for exterior EVCS equipment installations].

4) A Single-Line Electrical Diagram [Not required for Level 1 charging station installations].

5) EVCS Manufacturer Installation Details and Specifications.

6) Electrical Service Load Calculations.

3. General Requirements for EVCS to be Shown and Noted on Plans

Use the following checklist items for preparation and submittal of your plans. The level of detail and the specific plan requirements will depend upon the extent, nature and complexity of the work to be done. All applicable checklist items must be noted or specified on the plans. Indicate the plan sheet number where the applicable requirement is shown or specified.

4. Type of EVCS (Please check one)

Check one	Type of charging station (s) Proposed	Power levels (proposed circuit rating)
	Level 1	110/120 volt alternating current (VAC) at 15 or 20 Amps
☐	Level 2-3.3 kilowatt (KW) (Low)	208/240VAC at 20 or 30 Amps
☐	Level 2-6.6kw (medium)	208/240VAC at 40 Amps
☐	Level 2-9.6kw (high)	208/240 VAC at 50 Amps
☐	Level 2-19.2kw (highest)	208/240 VAC at 100 Amps
☐	DC Fast Charging	440 or 480 VAC
☐	Other (specify and provide details)	

5. Submittal Requirements Checklist for EVCS (Please check one)

Yes ☐ **or** **No** ☐	1. The permit application is complete with the following information: • Project address and parcel number. • Owner name, address, and phone number. • Contractor name, address and phone number and contractor's license number; and

	• Other information requested on the permit application form?
Yes ☐ or No ☐	2. An electrical load calculation is included with the permit application. (CEC Article 220)
Yes ☐ or No☐ N/A ☐	3. Based on the required load calculation, is an electrical service panel upgrade required? If yes, do plans show and specify the electrical service panel upgrade?
Yes ☐ or No☐	4. The EVCS branch circuit conductor is appropriately sized for a continuous load of 125% of the EVCS equipment plus any other non-continuous loads per CEC 210.19?

Plans	**GENERAL**
Yes☐ No ☐	**5**. The plans include a Title Page with property information including, but not limited to: • Property Address. • Name, address, phone number of the property owner. • Name, address, phone number and license number(s) of the person responsible for the EVCS system design. • Applicable codes for the project. • Occupancy and use of the facilities; and • Narrative description and scope of the proposed work?
Yes ☐ No ☐	**6.** A Site Plan is included with the permit application and includes the following information? [Not required for Level One or Level Two EVCS equipment installed within an existing one- or two-family residential structure (i.e., garage or carport)]: • Location and name of structure(s) on the site. • Property lines, streets, lot dimensions, north arrow, the distance from property lines to structures and the proposed EVCS equipment. • Dimensioned parking improvements, driveways, etc. • EVCS equipment, main electric service panel, disconnects and overcurrent protection locations. • Underground conduit locations and routing. • Location of additional meter, if applicable. • All site related accessibility requirements prescribed by CA Building Code (CBC) Sections 11B-228 and 11B-812 are shown and fully specified. [Applicable only to commercial facilities, public and common use areas, public accommodations and public housing as defined in the CA Building Code.] • Detailed and specific site of all related proposed work. [See additional requirements below.]
Yes ☐ No ☐ N/A ☐	**7.** An Electrical Floor Plan is included with the permit application and includes the following information? [Not required for exterior installations.] • Plan view of the location of the proposed EVCS equipment including the use of the space or area where the EVCS will be installed. • All applicable electrical plan related requirements of CEC Article 625 are shown or specified on the plan. • All electrical plan related accessibility requirements prescribed by CA Building Code (CBC) Sections11B-228 and 11B-812 are shown and fully specified. [Applicable only to commercial facilities, public and common use areas, public accommodations and

	public housing as defined in the CA Building Code.] • Detailed and specific plan of all related proposed work. [See additional requirements below.]
Yes ☐ **No ☐** **N/A ☐**	**8.** A Single-Line Electrical Diagram is included with the permit application and includes the following information? [Not required for Level 1 charging station installations.] • List and label all EVCS supply equipment. • Conductor and conduit size, type and location. • Size of the over current device (circuit breaker) supplying the EVCS; • The size and location of the main electric panel, distribution panels (sub panels), overcurrent protection, disconnects, additional meters, and EVCS equipment. • The type (level), voltage and ampacity for each charging station. • All equipment listing requirements per CEC 625.6.
Yes ☐ **No ☐** **N/A ☐**	**9.** EVCS Manufacturer Installation Details and Specifications are included with the permit application?
Yes ☐ **No ☐** **N/A ☐**	**10.** Electrical Service Load Calculations are provided for sizing of the electrical service panel(s) pursuant to CA Electrical Code (CEC) Article 220? [NOTE: Make sure to include 125% of the EV charging station load in the calculation.]
Yes ☐ **No ☐** **N/A ☐**	11. If the EVCS equipment is listed for charging electric vehicles that require ventilation for indoor charging, is a Mechanical Plan showing and specifying all of the ventilation requirements prescribed by CEC 625.52 included with the permit application?
Yes ☐ **No ☐** **N/A ☐**	**12.** The project site is located outside of a 100-year flood hazard zone? [NOTE: If the charging equipment is located within a 100-year flood hazard zone, the EVCS equipment shall be elevated above the base flood elevation. The base flood elevation must be determined, and an elevation certificate submitted by a registered land surveyor. (Chino Municipal Code 8.60.190)]

Plans	**2025 CALIFORNIA ELECTRICAL CODE - MINIMUM PLAN REQUIREMENTS**
Yes No **Sheet#_____**	13.The plans indicate that the installation shall meet all requirements of the Electrical Code - Article 625 for Electric Vehicle Charging Systems.
Yes No **Sheet#_____**	14.The plans identify the amperage and location of the existing (or new) electrical service panel and the service panel is sized in accordance with the electrical service load calculations? (CEC 220)
Yes No **Sheet#_____**	15.The plans indicate the size of the service entrance conductors.
Yes No **Sheet#_____**	16.The plans indicate that the charging equipment shall have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200)
Yes No **Sheet#_____**	17. The single-line electrical diagram shows and specifies the required overcurrent protection for the proposed EVCS?
Yes No **Sheet#_____**	18. Conduit and conductor size and type are specified and the routes and requirements for their installation (i.e., within framing, mounted to structures, underground, etc.) are shown?
Yes No **Sheet#_____**	19. The plans specify that the electric vehicle charging system shall be installed in accordance with manufacturer's installation instructions and shall be suitable for the environment (indoor/outdoor) in which they will be installed?

Yes No Sheet#_____	20. The plans specify where the labeling of the EVCS equipment (i.e., "FOR USE WITH ELECTRIC VEHICLES", "VENTILATION NOT REQUIRED", "VENTILATION REQUIRED", etc.) is required? (CEC Article 625 and CA Code of Regulations)
Yes No Sheet#_____	21. An approval letter from SCE is provided to the building department if a dedicated electrical meter is to be installed for the electric vehicle charging system? [NOTE: If a single mast will continue to be used to serve two meters, ensure that the service entrance conductors are sized for the sum of the two meters, in accordance with CEC Article 310.]
Yes No Sheet#_____	22. If the EV charging equipment is rated more than 60 amps or more than 150V to ground, the plans specify that the disconnecting means shall be lockable open and shall be provided in a readily accessible location? (CEC 625.42)
Yes No Sheet#_____	23. The plans specify that the EVCS equipment disconnecting means shall be identified with a durable label stating, "Emergency Power Off – Electric Vehicle Charging Station"? (CEC110.22)
Yes No Sheet#_____	24. The plans specify that the main service conductors and the equipment for the protection of electrical service (i.e., disconnecting means, overcurrent protection, etc.) will be installed in accordance with CEC Article 230?
Yes No Sheet#_____	25. If trenching is required, a trenching detail is provided on the plans showing compliance with the minimum cover requirements pursuant to CEC 300.5? [NOTE: trenching for electrical feeders from structure to structure must comply with CEC Article 300.]
Yes No Sheet#_____	26. Physical protection such as a bollard is shown and detailed on the plans when vehicle impact protection for EVCS equipment is required? (CEC 110.27 (B)) [NOTE: Typically, not required for Level 1 EVCS. Physical protection from damage is often a 4" diameter steel pipe filled with concrete, a minimum of 40" above the finished floor/grade, installed in a footing measuring 12" in diameter and 3' deep].
Yes No Sheet#_____	27. The plans show and specify the mounting height for the charging coupling (the connector nozzle) and the operable controls? [NOTE: If installed indoors, the electric vehicle charging coupling shall be located between 18" and 48" above the finished floor. If installed outdoors, the electric vehicle charging coupling shall be located between 24" and 48" above the finished grade. (CEC 625.50 and CBC 11B-309)
Yes No Sheet#_____	28. If the EVCS is installed within in a building containing an R (residential) occupancy, the plans show and specify the location for all required smoke and carbon monoxide alarms within the dwelling(s)? (CBC 907.2.11, CBC 915, CRC R314 and CRC R315) [NOTE: In lieu of showing and specifying the location for all required smoke and carbon monoxide alarms within the dwelling(s), a Smoke & Carbon Monoxide Alarm Self Verification Form, available on the City of Chino website, may be completed, signed and submitted with the application or provided to the city inspector.]

Plans	**2025 CALGREEN REQUIREMENTS**
Yes No Sheet#_____	29. Does the number of proposed electric vehicle charging spaces conform to the Tier 1 requirements of California Green Building Code (CGBC)? (CGBC A4.106.8.2 and A5.106.5.3) [Only applies to newly constructed multi-family residential and newly constructed non-residential projects.]

PLANS 2025 CALIFORNIA BUILDING CODE ACCESSIBILITY REQUIREMENTS

Plans	**2025 California Building Code Accessibility Requirements**
Yes ☐ N/A ☐ No ☐	30. [NOTE: Accessibility requirements are required for public and common use areas, public accommodations, commercial facilities, and public housing as defined in the CA Building Code.] The plans show and specify all the applicable accessibility requirements prescribed in CBC Chapter 11B, including but not limited to the requirements of the following sections:
Yes ☐ N/A ☐ No☐ Sheet#_____	11B-202.4 (Path of Travel Requirements in Alterations, Additions and Structural Repairs) [See 11B-202.4 Exception 10 for Path of Travel Requirement Exceptions]
Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____ Sheet#_____	• 11B-302 Floor or Ground Surfaces) • 11B-303 Changes in Level • 11B-305 Clear Floor or Ground Space • 11B-308 Reach Ranges • 11B-309 Operable Parts • 11B-402 Accessible Route • 11B-703.3 Braille • 11B-703.7 Symbols of Accessibility • 11B-703.7.2.1 (International Symbol of Accessibility • 11B-707.2 (Clear Floor or Ground Space); • 11B-707.3 Operable Parts • 11B-707.7.2 Characters • 11B-707.9 Point-of-Sale Devices • 11B-812 Electric Vehicle Charging Stations)

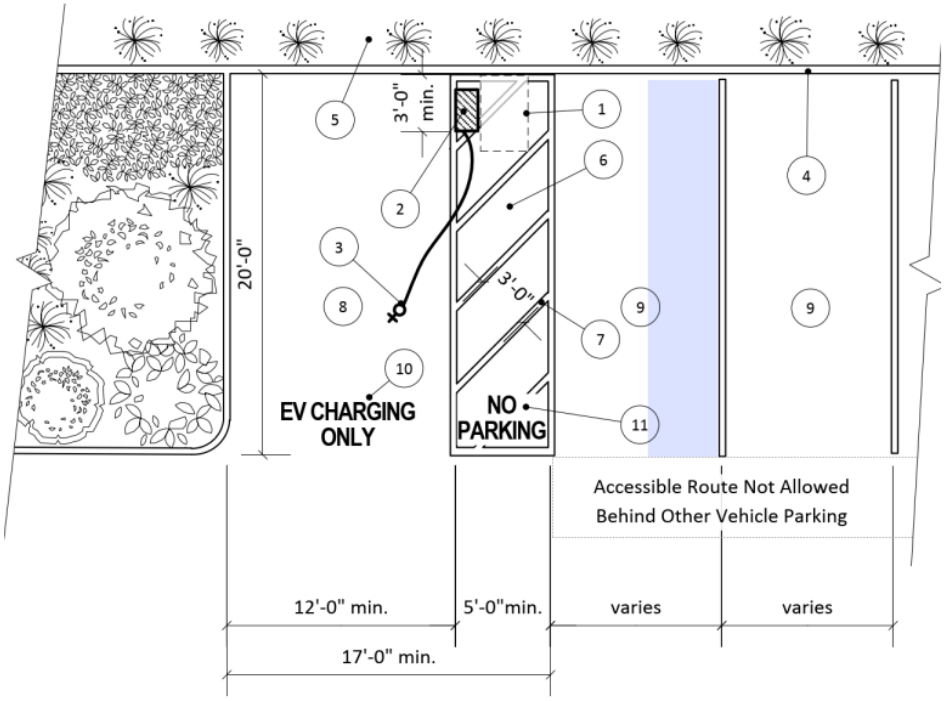
Electrical plans shall be completed, stamped, and signed by a California Licensed Electrical Engineer or a C-10 electrical contractor.

Project Address _____

Name of person completing the Checklist (Please Print) _____

Signature _____

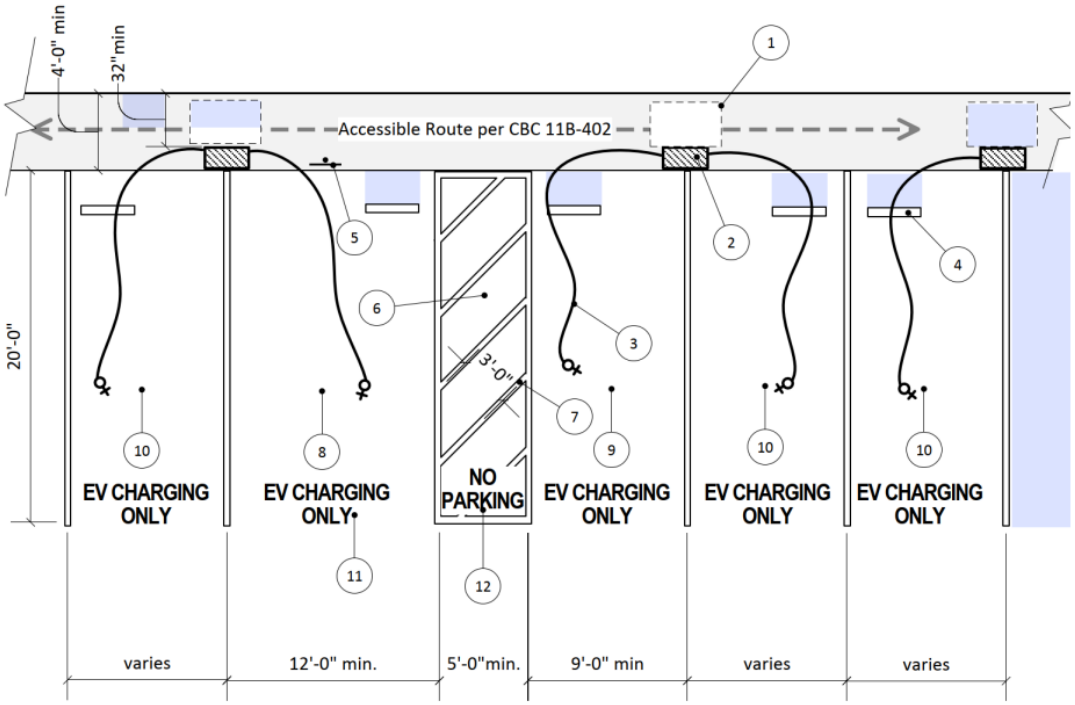
Electrical Engineer or Contractor's License Number # and Type _____



Typical Single Electric Vehicle Charging Station Configuration
For an **Existing** Commercial Facility or Public Accomodation

KEY LEGEND

1. 30" x 48" clear space for parallel approach (CBC 11B-302).
2. Electric Vehicle Charging Station (EVCS)(see CBC 11B-228.3 & 11B-812 for requirements).
3. Electric Vehicle Charging Station coupling (nozzle) and conductor.
4. Curb
5. No International Symbol of Accessibility (ISA) sign or "Van Accessible" sign is required (see CBC 11B-812.8)
6. 60" minimum width access aisle located on the passenger side of a van accessible space and at the same level as the adjacent vehicle space. (CBC 11B-812.7)
7. Contrasting border and 36" maximum on center diagonal hatched lines designating the access aisle. Access aisles borderlines and hatched lines for EVCS spaces shall not be painted blue. (CBC 11B-812.7.2)
8. Minimum 144" wide by 216" long van accessible lined EVCS space (ISA sign and "Van Accessible" sign NOT required). (CBC 11B-812.6.1 and 11B-812.8)
9. Parking space not regulated by CBC 11B-812.
10. 12" letters "EV CHARGING ONLY" surface marking at the end of each EVCS space. (CBC 11B-812.9)
11. 12" letters "NO PARKING" surface marking within the access aisle. (CBC 11B-812.7.3)



Typical Electric Vehicle Charging Station Configuration for Public Use

KEY LEGEND

1. 30" x 48" clear space for parallel approach (CBC 11B-302).
2. Electric Vehicle Charging Station (EVCS)(see CBC 11B-228.3 & 11B-812 for requirements).
3. Electric Vehicle Charging Station coupling (nozzle) and conductor.
4. Wheel stop.
5. 70 sq. in reflectorized International Symbol of Accessibility (ISA) sign required at van accessible charging station when 5 or more EVCS spaces are provided. "Van Accessible" sign shall also be provided. (see CBC 11B-812.8 for additional requirements)
6. 60" minimum width access aisle located on the passenger side of a van accessible space and at the same level as the adjacent vehicle space. (CBC 11B-812.7)
7. Contrasting border and 36" maximum on center diagonal hatched lines designating the access aisle. Access aisles borderlines and hatched lines for EVCS spaces shall not be blue. (CBC 11B-812.7.2)
8. Minimum 144" wide by 216" long van accessible lined EVCS space (ISA sign and "Van Accessible" sign required). (CBC 11B-812.6.1 and 11B-812.8)
9. Minimum 108" wide by 216" standard accessible lined EVCS space (ISA sign not required unless 26 or more EVCS are provided). (CBC 11B-812.6.2)
10. EVCS space not regulated by CBC 11B-812.
11. 12" letters "EV CHARGING ONLY" surface marking at the end of each EVCS space. (CBC 11B-812.9)
12. 12" letters "NO PARKING" surface marking within the access aisle. (CBC 11B-812.7.3)

Plan Review Permit applications must be submitted online building permit porta https://aca-prod.accela.com/CHINO/Default.aspxl Permit applications eligible for the expedited permitting process will receive a high priority and be reviewed as early as practical with a processing goal of maximum of five business days for 1-25 EVCS station at a site and ten business days for 26 or more EVCS stations at a same site following receipt of the submittal.

7. ***Inspections***

Once all permits to construct the EVCS have been issued rough electrical, underground burial (if applicable) inspections will be required. After the system has been installed, it must be inspected before final approval is granted for the EVCS system. On-site inspections can be scheduled by visiting the Permit chino Inspection Scheduling page at https://aca-prod.accela.com/CHINO/Default.aspx or by contacting the Permit Chino's automated scheduling system at (909) 334-3252. Inspection requests must be received before 3:00 P.M. one day prior scheduled inspection.

Permit holders must provide the inspector with the Building Department Approved Job Plans, the Building Permit Inspection Record Card, and access to the location of the work. The permittee must be prepared to show conformance with all technical requirements in the field at the time of inspection. The inspector will verify that the installation is in conformance with applicable code requirements and the approved plans.

Chapter 15.31-Wildland-Urban Interface Code

Sections:

15.31.010 - Adopted.
15.31.020 - Chapter 1, Division II, Section 101.1 amended—Title.
15.31.030 - Chapter 1, Division II, Section 102.4.1 amended-Conflicts
15.31.040 - Chapter 1, Division II, Section 104.7 amended-Official Records
15.31.050- Chapter 1, Division II, Section 105.4.2 amended- Time limitation of application
15.31.060- Chapter 1, Division II, Section 106.4 amended- Vegetation management compliance
15.31.070- Chapter 1, Division II, Section 108.5 amended- Related fees
15.31.080- Chapter 1, Division II, Section 109.3.7 amended- Violation penalties
15.31.090- Chapter 1, Division II, Section 112.1 amended- General
15.31.100- Chapter 1, Division II, Section 112.5 amended- Appeals procedure
15.31.110- Chapter 1, Division II, Section 112.6 amended- Fees
15.31.120- Chapter 6 Fire Protection Requirements, Section 602.1- General
15.31.130- Chapter 6 Fire Protection Requirements, Section 602.2.1- Permits
15.31.140- Chapter 6 Fire Protection Requirements, Section 602.2- Contents
15.31.150- Chapter 6 Fire Protection Requirements, Section 604.1- General
15.31.160- Chapter 6 Fire Protection Requirements, Section 604.2- Application

15.31.010 - Adopted.

There is adopted by reference the 2025 California Wildland-Urban Interface Code, with errata, incorporating the 2024 International Wildland-Urban Interface Code, that certain document, three copies of which are on file with the city of Chino, being marked and designated as 2025 California Wildland-Urban Interface Code, as copyrighted and published in 2025 by the International Code Council, including any additions, insertions, deletions, and changes prescribed in this chapter, regulating and governing the safeguarding of life and property from wildfire.

15.31.020 - Chapter 1, Division II, Section 101.1 amended—Title.

Chapter 1, Division II, Scope and Administration Part I General Provisions, Section 101.1 shall be changed to read as follows:

101.1 Title. These regulations shall be known as the California Wildland-Urban Interface Code of the City of Chino, hereinafter referred to as “this code”.

15.31.030 - Chapter 1, Division II, Section 102.4.1 amended-Conflicts

Chapter 1, Division II Scope and Administration, Part I General Provisions, Section 102.4.1 shall be changed to read as follows:

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the fire code official shall determine which provision meets the general intent of this code

15.31.040 - Chapter 1, Division II, Section 104.7 amended-Official Records

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 104.7 shall be changed to read as follows:

104.7 Official Records. The jurisdiction shall keep official records as outlined by Sections 104.7.1 through 104.7.5. Such official records shall be retained for 3 years or as otherwise stipulated in the District's records retention policy.

15.31.050- Chapter 1, Division II, Section 105.4.2 amended- Time limitation of application

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 105.4.2 shall be changed to read as follows:

105.4.2 Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless a permit has been issued for said application; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each and the Fire District may charge an extension fee as outlined in the adopted fee schedule. The extension shall be requested by a means acceptable to the jurisdiction and shall be justifiable.

15.31.060- Chapter 1, Division II, Section 106.4 amended- Vegetation management compliance

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 106.4 shall be changed to read as follows:

106.4 Vegetation management compliance. Prior to the building permit final approval, the property shall be compliance with the vegetation management requirements prescribed in Section 603, including California Public Resources Code 4291 or California Government Code Section 51182 and or the requirements prescribed in the District's Vegetation Management Ordinance as adopted by the jurisdiction. Acceptance methods of compliance inspection and documentation shall be determined by the enforcing agency and shall be permitted to include any of the following:
1. Local, state or federal fire authority or designee authorized to enforce vegetation management requirements.
2. Enforcing agency.
3. Third-party inspection and certification authorized to enforce vegetation management requirements.
4. Property owner certification authorized by the enforcing agency.

15.31.070- Chapter 1, Division II, Section 108.5 amended- Related fees

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 108.5 shall be changed to read as follows:

108.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees or penalties that are prescribed by law or adopted in the jurisdiction's fee schedule.

15.31.080- Chapter 1, Division II, Section 109.3.7 amended- Violation penalties

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 109.3.7 shall be changed to read as follows:

109.3.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall fail to obtain approval by the fire code official for the commencement of construction, alteration, or repair or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than 1,000 dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense. In addition to, or in place of, the foregoing penalties, administrative penalties pursuant to the District's Administrative Citation Ordinance may be imposed in connection with any violation of this code or any District Ordinance. Any person violating or who has violated any section of this code or District Ordinance may be issued an administrative citation in accordance with the Administrative Citation Ordinance.

15.31.090- Chapter 1, Division II, Section 112.1 amended- General

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 112.1 shall be changed to read as follows:

112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be selected by the Fire Chief and shall hold office as its pleasure. The fire code official shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board shall adhere to the rules of procedure for conducting business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

15.31.100- Chapter 1, Division II, Section 112.5 amended- Appeals procedure

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 112.5 shall be added to read as follows:

112.5 Appeals procedure. The applicant may file an appeal with the Fire District's Clerk of the Board within thirty (30) days of a final order, decision or determination made by the fire code official relative to the application and interpretation of this code. Upon receipt of an appeal, the Clerk of the Board shall fix the time and place of the hearing, which shall be at a District meeting facility not more than sixty (60) days after the date of the appeal. The Clerk of the Board shall give written notice of the time and place of the hearing to the initiating party, the Fire Chief, the fire code official and the Appeals Board. The Appeals Board shall keep a record of the proceedings of each hearing. The Appeals Board shall issue written findings and a decision within fifteen (15) days of the conclusion of the hearing which shall be mailed to the parties' first-class mail, postage prepaid, at such address as they have provided.

15.31.110- Chapter 1, Division II, Section 112.6 amended- Fees

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 112.6 shall be added to read as follows:

112.6 Fees. The fire code official and staff shall act as staff to the Appeals Board and for that purpose may determine and set fees to charge the appellant to cover the cost of preparation of the record for appeal.

15.31.120- Chapter 6 Fire Protection Requirements, Section 602.1- General

Chapter 6 Fire Protection Requirements, Section 602.1 shall be changed to read as follows:

602.1 General. The code official is authorized to require the owner or owner's authorized agent for all new buildings or developments to be built or installed in a wildland-urban interface area or designated fire hazard severity zone to prepare and submit a fire protection plan. The fire protection plan shall be prepared to determine the acceptability of fire protection and life safety measures designed to mitigate wildfire hazards presented for the property under consideration. The fire protection plan shall be prepared by a registered design professional, qualified landscape architect, qualified fire safety specialist or similar specialist acceptable to the fire code official and shall analyze the wildfire risk of the building, project, premises or region to recommend necessary changes. A preliminary fire protection shall be submitted to the Fire District for review prior to the submission of the final fire protection plan.

15.31.130- Chapter 6 Fire Protection Requirements, Section 602.2.1- Permits

Chapter 6 Fire Protection Requirements, Section 602.2.1.1 shall be added to read as follows:

602.2.1 Permits. Permits shall be required as set forth in Section 105.1 of the 2025 California Wildland Urban Interface Code and Section 105.6 of the 2025 California Fire Code. Permits require that plans and specifications be submitted to the fire code official for review and approval prior to the issuance of a building permit or the installation or alteration of landscaping or fuel modification of hazardous vegetation. All work shall be inspected and approved by the fire code official.

15.31.140- Chapter 6 Fire Protection Requirements, Section 602.2- Contents

Chapter 6 Fire Protection Requirements, Section 602.2. shall be changed to read as follows:

4903.2 Contents. The fire protection plan shall be based on a project-specific wildfire hazard assessment that includes considerations of location, topography, aspect, climatic and fire history. The plan shall identify conformance with all applicable state wildfire protection regulations, statues and applicable local ordinances, whichever are more restrictive. The plan shall address fire department access, egress, road and address signage, water supply in addition to fuel reduction in accordance with Public Resources Code (PRC) 4290; the defensible space requirements in accordance with PRC 4291 or Government Code 51182; and applicable codes and standard for wildfire safety. The plan shall identify mitigation measures to address the project's specific wildfire risk and shall include the information required in Section 602.3 through 602.3.2. In addition to the requirements of Section 602.3 through 602.3.2, The fire protection plan shall be provided with recommendations for a fuel modification area. Fuel modification areas shall be included into all entitlement documents and shall include the

requirements set forth Section 603. A minimum fuel modification of 100 feet is required from each structure within the development. The overall width of the fuel modification shall consider the findings in the project-specific wildfire hazard assessment.

15.31.150- Chapter 6 Fire Protection Requirements, Section 604.1- General

Chapter 6-Fire Protection Requirements, Section 604.1 shall be changed to read as follows:

604.1 General. Hazardous vegetation and fuels shall be managed to reduce the severity of potential exterior wildfire exposure to buildings and to reduce the risk of fire spreading to buildings as required by applicable laws and regulations.

All elements of the final fire protection plan and fuel modification plans shall be maintained in accordance with said plans and are subject to the enforcement process outlined in the Section 109 and or the notice served to the property owner and or owners' agent.

15.31.160- Chapter 6 Fire Protection Requirements, Section 604.2- Application

Chapter 6 Fire Protection Requirements, Section 604.2 shall be changed to read as follows:

604.2 Application. Buildings and structures located in the following areas shall maintain the required hazardous vegetation and fuel management:

1. All unincorporated lands designated as a State Responsibility Area (SRA). 2. Land designated as a Very High Fire Hazard Zone by a city or local agency.
3. Land designated in a city or local agency ordinance as a wildland-urban interface (WUI) area.

In addition to the aforementioned, properties as required by the District's Vegetation Management Ordinance shall comply with the provisions set forth herein as well as the requirements set forth in the adopted Ordinance.

Chapter 15.32 - FIRE CODE

Sections:

15.32.010 - Adopted.
15.32.020 - Findings.
15.32.030 - Definitions.
15.32.040 - Fees.
15.32.050 - Chapter 1, Division II, Section 101.1 amended—Title.
15.32.060 - Chapter 1, Division II, Section 102.7 amended—Conflicts.
15.32.070 - Chapter 1, Division II, Section 102.7.2 amended—Provisions in referenced codes and standards.
15.32.080 - Chapter 1, Division II, Section 104.10 amended—Fire Investigations.
15.32.090 - Chapter 1, Division II, Section 105.5.59 amended- Additional Permits.
15.32.100 - Chapter 1, Division II, Section 105.6.15.1 added—Fixed extinguishing systems.
15.32.110 - Chapter 1, Division II, Section 105.6.26 added—. Additional construction permits
15.32.120 - Chapter 1, Division II, Section 108.5 amended- Related fees
15.32.130 - Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 108.7 added-False or nuisance alarms.

15.32.140 - Chapter 1, Division II, Section 112.1 amended— General.
15.32.150 - Reserved
15.32.160 - Chapter 1, Division II, Section 112.5 added—Appeals procedure.
15.32.170 - Chapter 1, Division II, Section 112.6 added—Fees.
15.32.180 - Chapter 1, Division II, Section 113.4 amended—Violation penalties.
15.32.190 - Chapter 1, Division II, Section 114.4 amended—Failure to comply.
15.32.200 - Section 304.1 amended—Waste accumulation prohibited.
15.32.210 - Section 304.1.3 amended—Vegetation.
15.32.220 - Sections 304.1.3.1 through 304.1.3.2.3.4 added.
15.32.230 - Section 305.6 added—Spark arrestor.
15.32.231 - Sections 307.1, 307.1.1, and 307.3 amended- General
15.32.232 - Section 311.5 amended- Placards.
15.32.240 - Sections 313.1.2 and 313.1.2.1 added.
15.32.250 - Section 503.1.2.1 added—Remoteness.
15.32.260 - Section 503.1.2.2 added—Aerial access.
15.32.270 - Section 503.2.1 amended—Dimensions
15.32.280 - Section 503.2.3 amended—Surface.
15.32.281 - Section 504.5 added- Fire service features.
15.32.290 - Section 505.1 amended—Address identification.
15.32.291 - Section 901.6 amended- Inspection, testing, and maintenance.
15.32.300 - Section 903.2 amended—Where required.
15.32.310 - Reserved
15.32.320 - Reserved
15.32.330 - Reserved
15.32.340 - Section 5601.1.3 amended—Fireworks.
15.32.341 - Section 5601.2.1 amended- Residential uses.
15.32.350 - Section 5601.7 amended—Seizure of fireworks.
15.32.360 - Appendix D, Section D101.1 amended—Scope.
15.32.370 - Appendix D, Section D102.1 amended—Access and loading.
15.32.380 - Appendix P, Section P103.7 amended—Access and loading.
15.32.390 - Geographical limits.

15.32.010 - Adopted.

There is adopted by reference the California Fire Code, 2025 Edition, with errata, together with those portions of the 2024 International Fire Code as published by the International Code Council, including Chapter 1, Sections 305, 307, 308, 309, 310, 311-311.5, Chapter 4, Chapter 11, Appendix F, I, J, K, N, and P not included in the 2025 California Fire Code, collectively referred to as the "fire code," and with the additions, insertions, deletions, and changes prescribed in this chapter, regulating and governing the safeguarding of life and property from fire and explosion hazards, hazardous materials arising from the storage, handling and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees; and each and all of the regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the clerk of the City of Chino and of the District are referred to, adopted, and made part hereof.

15.32.020 - Findings.

The city council hereby finds that the amendments to the 2025 California Fire Code contained in this Chapter are reasonable and necessary because of local climactic, geologic and

topographical conditions within the Chino Valley Independent Fire District's jurisdiction. This finding is supported and based upon the following express findings, which address each of these conditions and present the local situation which make the amendments necessary:

1. The climate and weather patterns within the City include frequent periods of drought and low humidity adding to the fire danger. Fire season can be year-round in this region.

2. During the summer months, the dry winds and existing vegetation mix to create a hazardous fuel condition which has resulted in large loss vegetation and structure fires. Summer temperatures exceeding one hundred degrees, and severe "Santa Ana" winds frequently occur and can move a fire quickly throughout areas of the City. Multiple shifting wind patterns throughout the canyon areas add to the difficulty in suppressing fires.

3. Because of weather patterns, the City has experienced a need for water conservation. Due to the storage capacities and consumption, and a limited amount of rainfall (drought conditions), future water allocation is not fully dependable. While sound management of the water resources is possible, demands and possible critical depletions on an already stressed water supply can most assuredly be predicted.

4. Major roadways, highways, freeways and flood control channels located throughout the City create barriers and slow response times. Other unique factors which create barriers and slow response times are the multiple canyons located within the City and the large California Institute for Men property.

5. The topography is also very steep in large areas of the City affecting the rate of fire spread and response times.

6. Due to the sloping in the regional valley where the City is located, as well as the present street and storm drain design, heavy rainfall causes roadway flooding and landslides, which at times may make an access route impassable.

7. The City has within its boundaries active seismic hazards. Seismic activity within the City occurs yearly and a fire potential exists with these active faults. Existing structures and planned new development are at serious risk from an earthquake. This risk includes fire, collapse and the disruption of water supply for firefighting purposes. Areas can also become isolated as a result of bridge, overpass and road damage and debris.

8. Structures in close proximity to each other pose an exposure problem which may cause a fire to spread from one structure to another as well as to the wildland area.

9. For practical and cost reasons, many new structures are built of wood construction. The potential for a conflagration exists due to the design and density of current structures.

10. Electrical supply and telephone communication failures occur due to high winds as well as other reasons. Water supply pumps and early notification cannot always be counted on.

11. Narrow and winding streets with little circulation and streets designed as storm drains impede emergency vehicle access and evacuation routes.

15.32.030 - Definitions.

A. The term *"jurisdiction"* as used in the 2025 California Fire Code, shall mean the territory within the Chino Valley Independent Fire District.

B. The term *"fire department"* and "District" as used in the 2025 California Fire Code shall mean the Chino Valley Independent Fire District.

C. The term *"Board of Directors"* or "Board" as used in the 2025 California Fire Code shall mean the governing body of the Chino Valley Independent Fire District. The "governing body" shall mean the Board of Directors of the Chino Valley Independent Fire District.

D. The term *"Chief"* as used in the 2025 California Fire Code shall mean the Fire Chief of the Chino Valley Independent Fire District.

E. The term *"fire code official"* and or “code official” as used in the 2025 California Fire Code shall mean the Fire Marshal and or Deputy or employee charged with the enforcement of this code with Chino Valley Independent Fire District.

F. The term *"fire prevention"* as used in the 2025 California Fire Code shall mean the Division, Department or Office of Community Risk Reduction of Chino Valley Independent Fire District.

15.32.040 - Fees.

A. Reasonable fees, not to exceed actual costs, may be collected by the fire code official for fire protection planning and services included in the Fire Code and in this Ordinance.

B. Fire Suppression, investigation, rescue, and emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009, 13009.1, and 13009.6. Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to a traffic accident or spill of toxic or flammable liquids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Government Code Section 53150 et seq. Any expense incurred by the District for securing such an emergency situation shall constitute a public debt of such person and shall be collectible by the District in the same manner as in the case of an obligation under contract, expressed or implied.

15.32.050 - Chapter 1, Division II, Section 101.1 amended—Title.

Chapter 1, Division II, Section 101.1 of the California Fire Code is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Chino, hereinafter referred to as "this code."

15.32.060 - Chapter 1, Division II, Section 102.7 amended—Conflicts.

Chapter 1, Division II, Section 102.7 of the California Fire Code is amended to read as follows:

102.7.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the fire code official shall determine which provision meets the general intent of this code.

15.32.070 - Chapter 1, Division II, Section 102.7.2 amended—Provisions in referenced codes and standards.

Chapter 1, Division II, Section 102.7.2 of the California Fire Code is amended to read as follows:

102.7.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall be reviewed along with the referenced codes and standards. After said review, the fire code official shall determine which provisions meet the general intent of this code.

15.32.080 - Chapter 1, Division II, Section 104.10 amended—Fire Investigations.

Chapter 1, Division II, Section 104.10 of the California Fire Code is amended to read as follows:

104.10 Fire Investigations. The District shall have the authority to investigate the cause, origin and circumstances of any fire, explosion or other hazardous condition, including but not limited to the unauthorized release of hazardous materials. If it appears to the investigation unit that such fire, explosion or other hazardous condition is of suspicious origin, they are authorized to take immediate charge of all physical evidence relating to the cause of the incident and are authorized to pursue the investigation to its conclusion. Information that could be related to trade secrets or processes shall not be made part of the public record, except as directed by a court of law.

15.32.090 - Chapter 1, Division II, Section 105.5.59 amended- Additional Permits.

Chapter 1, Division II, Section 105.5.59 is amended to the California Fire Code and shall read as follows:

105.5.59 Additional permits. In addition to the permits required by Section 105.5 and Section 105.6, the following permits shall be obtained from the fire code official prior to engaging in the following activities, operations, practices or functions:

1. Production facilities. To change use or occupancy, or allow the attendance of live audience, or for wrap parties.

2. Filming and special effects. To use pyrotechnic special effects, open flame, use of flammable or combustible liquids and gases, welding and the parking of motor vehicles in any building or location used for the purpose of motion picture, television and commercial production or for any film permit application as required from the cities served by the District.

3. Live audiences. To install seating arrangements for live audiences for the purpose of film, other events or entertainment, where approved seating will increase the occupant load at the premise, building or production location. See Chapter 48.

4. Fixed Extinguishing Systems. An operational permit is required for a fixed extinguishing system for a Type I Hood, excluding mobile food trucks

5. General use permit. A general use permit for any activity or operation not specifically addressed in this Chapter, which in the judgement of the fire code official, is possible or likely to produce conditions hazardous to life or property. A general use permit may include the temporary use of a facility for business or operations or for helicopter operations.

6. Special event. A special event permit is required when in the judgement of the fire code official the event is possible or likely to produce conditions hazardous to life or property.

15.32.100 - Chapter 1, Division II, Section 105.6.15.1 added—Fixed extinguishing systems.

Chapter 1, Division II, Section 105.6.15.1 is added to the California Fire Code and shall read as follows:

105.6.15.1 Fixed Extinguishing Systems. An operational permit is required for a fixed extinguishing system for a Type I Hood.

15.32.110 - Chapter 1, Division II, Section 105.6.26 added— Additional construction permits.

Chapter 1, Division II, Section 105.6.26 of the California Fire Code is added to read as follows:

105.6.26 Additional construction permits. In addition to the permits required by Section 105.6, the following construction permits shall be obtained from the fire code official:

1. Construction. A new construction or tenant improvement permit is required to be obtained in order to construct, enlarge, alter, repair, move, or change the occupancy or use of a building or structure or premise or to cause any new such work to be done.

2. Special equipment. A construction permit shall be obtained for the installation or modification of special equipment needed or required for the operations outlined in this code, such special equipment includes but is not limited to pick-modules and dust collection systems.

3. Generator. A construction permit is required for the installation of a generator as regulated by this code. Exception: A permit is not required for the installation or use of a portable generator.

4. Fuel modification. To install or alter landscaping related to designated or required fuel modification areas in designated fire hazard severity zones.

5. Plan checks and field inspections when required by the fire code official and not otherwise addressed in this chapter.

15.32.120 - Chapter 1, Division II, Section 108.5 amended- Related fees

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 108.5, shall be changed to read as follows:

108.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work or activity authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees or penalties that are prescribed by law or adopted in the jurisdiction’s fee schedule.

15.32.130 - Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 108.7 added-False or nuisance alarms.

Chapter 1, Division II Scope and Administration, Part 2 Administration and Enforcement, Section 108.7 shall be added to read as follows:

107.7 8.7 False alarms or nuisance alarms. The fire code official is authorized to assess a service charge, as set forth by resolution, against the person owning or responsible for an alarm system when a fire department response occurs as a result of the third false alarm or nuisance alarm at the same address or location within any twelve month period, and for each subsequent false alarm or nuisance alarm thereafter, or against any person who intentionally, or in violation of the law reports, or causes to be reported, a false alarm or nuisance alarm to any department of the District.

15.32.140 - Chapter 1, Division II, Section 112.1 amended— General.

Chapter 1, Division II, Section 112.1 of the California Fire Code is amended to read as follows:

112.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be selected by the Fire Chief. Those selected shall hold office as its pleasure. The fire code official shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board shall adhere to the rules of procedure for conducting business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official.

15.32.150 - Reserved.

15.32.160 - Chapter 1, Division II, Section 112.5 added—Appeals procedure.

Chapter 1, Division II, Section 112.5 is added to the California Fire Code and shall read as follows:

112.5 Appeals procedure. The applicant may file an appeal with the Fire District's Clerk of the Board within thirty days of a final order, decision or determination made by the fire code official relative to the application and interpretation of this code. Upon receipt of an appeal, the Clerk of the Board shall fix the time and place of the hearing, which shall be at a District meeting facility not more than sixty days after the date of the appeal. The Clerk of the Board shall give written notice of the time and place of the hearing to the initiating party, the Fire Chief, the fire code official and the Appeals Board. The Appeals Board shall keep a record of the proceedings of each hearing. The Appeals Board shall issue written findings and a decision within fifteen days of the conclusion of the hearing which shall be mailed to the parties' first class mail, postage prepaid, at such address as they have provided.

15.32.170 - Chapter 1, Division II, Section 112.6 added—Fees.

Chapter 1, Division II, Section 112.6 is added to the California Fire Code and shall read as follows:

112.6 Fees. The fire code official and staff shall act as staff to the Appeals Board and for that purpose may determine and set fees to charge the appellant to cover the cost of preparation of the record for appeal.

15.32.180 - Chapter 1, Division II, Section 113.4 amended—Violation penalties.

Chapter 1, Division II, Section 113.4 of the California Fire Code is amended to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall fail to obtain approval by the fire code official for the commencement of construction, alteration, or repair or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars or by imprisonment not exceeding six months, or both such fine and imprisonment. The fire code official with the concurrence of the chief and the District Attorney, is authorized to use administrative citations and fines as allowed by an ordinance of the District in place of the violation penalties contained in this section. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

In addition to, or in place of, the foregoing penalties, administrative penalties pursuant to the District's Administrative Citation Ordinance may be imposed in connection with any violation of this code or any District Ordinance. Any person violating or who has violated any section of this code or District Ordinance may be issued an administrative citation in accordance with the Administrative Citation Ordinance.

15.32.190 - Chapter 1, Division II, Section 114.4 amended—Failure to comply.

Chapter 1, Division II, Section 114.4 of the California Fire Code is amended to read as follows:

114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to violation penalties as specified in Section 110.4. Each day that the work continues in violation of a stop work order shall be deemed a separate offense.

15.32.200 - Section 304.1 amended—Waste accumulation prohibited.

Section 304.1 of the California Fire Code is amended to read as follows:

304.1 Waste accumulation prohibited. Combustible waste material, as outlined in Section 304.1.1 and 304.1.2, creating a fire hazard shall not be allowed to accumulate in buildings or structures or upon premises. In the event that abatement is not performed as required by a Notice of Violation or Notice to Destroy Weeds, the Fire District may seek approval from its governing body to abate said fire hazard and place a lien upon the property in which such conditions exist.

15.32.210 - Section 304.1.3 amended—Vegetation.

Section 304.1.3 of the California Fire Code is amended to read as follows:

304.1.3 Vegetation. Cut and uncut weeds, grass, tumbleweeds, vines, trees, or other vegetation that is capable of being ignited and endangering property, shall be removed by the owner or occupant of the premises. Parcels five acres or less in size shall be completely cleared of all combustible vegetation deemed hazardous by the fire official. Parcels greater than five acres shall provide a minimum one hundred feet of clearance around the perimeter of the parcel and additional clearance as required by the fire code official.

Exception: Single specimens of trees, ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided that they do not form a means of readily transmitting fire.

5.32.220 - Sections 304.1.3.1 through 304.1.3.2.3.4 added.

Sections 304.1.3.1 through 304.1.3.2.3.4 are added to the California Fire Code and shall read as follows:

304.1.3.1 Clearance of brush or vegetative growth from roadways. Fire apparatus access roads shall be provided with a minimum of twenty feet clearance and driveways shall be provided with a minimum of ten feet of clearance.

304.1.3.2 Clearance of brush and vegetative growth from electrical transmission and distribution lines.

304.1.3.2.1 General. Clearance of brush and vegetative growth from electrical transmission and distribution lines shall be in accordance with Section 304.1.3.2.

Exception: Section 304.1.3.2 does not authorize persons not having legal right of entry to enter on or damage the property of others without consent of the owner.

301.1.3.2.2 Support clearance. Persons owning, controlling, operating or maintaining electrical transmission or distribution lines shall provide a combustible free space consisting of a clearing of not less than ten feet (3048 mm) in each direction from the outer circumference of such pole or tower and directly under and adjacent to electrical transmission or distribution lines.

Exception: Lines used exclusively as telephone, telegraph, messenger call, alarm transmission or other lines classed as communications circuits by a public utility.

304.1.3.2.3 Electrical distribution and transmission line clearances.

304.1.3.2.3.1 General. Clearances between vegetation and electrical lines shall be in accordance with this Section.

304.1.3.2.3.2Trimming clearance. Clearances not less than those established by Table 304.1.3.2.3.2 shall be provided. The radial clearances shown below are minimum clearances that shall be established, at time of trimming, between the vegetation and the energized conductors and associated live parts.

TABLE 304.1.3.2.3.2
MINIMUM CLEARANCE BETWEEN VEGETATION AND ELECTRICAL LINES AT THE TRIMMING

Line Voltage	Minimum Radial Clearance From Conductor (feet)
2,400—72,000	4
72,001—110,000	6
110,001—300,000	10
300,001 or more	15

For SI: 1 foot = 304.8 mm.

Exception: The fire code official is authorized to establish minimum clearances different than those specified by Table 304.1.3.2.3.2 when evidence substantiating such other clearances is submitted to and approved by the fire code official.

304.1.3.2.3.3 Minimum clearance to be maintained. Clearances not less than those established by Table 304.1.3.2.3.3 shall be maintained during such periods of time as designated by the fire code official. The site-specific clearance achieved, at time of pruning, shall vary based on species growth rates, the utility company-specific trim cycle, the potential line sway due to wind, line sag due to electrical loading and ambient temperature and the tree's location in proximity to high voltage lines.

Exception: The fire code official is authorized to establish minimum clearances different than those specified by Table 304.1.2.2.3.3 when evidence substantiating such other clearances is submitted to and approved by the fire code official.

TABLE 304.1.3.2.3.3
MINIMUM CLEARNACES BETWEEN VEGETATION AND ELECTRICAL LINES TO BE MAINTAINED

LINE VOLTAGE	MINIMUM CLEARANCE (inches)
750—35,000	6
35,001—60,000	12
60,001—115,000	19

115,001—230,000	30.5
230,001—500,000	115

For SI: 1 inch = 25.4 mm.

304.1.3.2.3.4 Electrical power line emergencies. During emergencies, the utility shall perform the required work to the extent necessary to clear the hazard. An emergency can include situations such as trees falling into power lines, or trees in violation of Table 304.1.3.2.3.3.

15.32.230 - Section 305.6 added—Spark arrestor.

Section 305.6 is added to the California Fire Code and shall read as follows:

305.6 Spark arrestor. All chimneys attached to any appliance or fireplace that burns solid fuel shall be equipped with an approved spark arrestor. The spark arrestor shall meet all of the following requirements:

1. Openings shall not permit the passage of spheres having a diameter larger than one-half inch and shall not block the passage of spheres having a diameter of less than three-eighths inch.

2. The spark arrestor shall be a visible from the ground and the screen or chimney cap shall be accessible and removable to allow for cleaning of the chimney flue.

3. The net free area of the spark arrester shall not be less than four times the net area of the outlet of the chimney.

4. The spark arrestor screen shall have heat or corrosion resistance equivalent to twelve gauge steel wire, nineteen gauge galvanized wire or twenty-four gauge stainless steel.

15.32.231- Sections 307.1, 307.1.1, and 307.3 amended.

Chapter 3 General Requirements, Section 307.1, 307.1.1, and 307.3 shall be changed to read as follows:

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning or recreational fires unless conducted and approved in accordance with Sections 307.1.1 through 307.5.

307.1.1 Prohibited open burning. Opening burning and recreational fires shall be prohibited when atmospheric conditions or local circumstances make such fire hazardous. This shall include when a red-flag warning or a fire weather watch condition has been issued by the National Weather Service.

307.3 Extinguishment authority. Where open burning, recreational fires, or the use of a portable outdoor fireplace creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of said operation or use.

15.32.232- Section 311.5 amended.

Chapter 3 General Requirements, Section 311.5 shall be changed to read as follows:

311.5 Placards. Any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 111 relating to structural or interior hazards shall be marked with a placard bearing the word “UNSAFE” and a statement of the penalties for noncompliance regarding the matters pertaining to the conditions of the sign and or removal of said sign.

15.32.240 - Sections 313.1.2 and 313.1.2.1 added.

Sections 313.1.2 and 313.1.2.1 are added to the California Fire Code and shall read as follows:

313.1.2 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated, in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrestor as defined in Section 313.1.2.1 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exception:

1. Engines used to provide motor power trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section of the exhaust system is equipped with a muffler as defined in the California Vehicle Code.

2. Turbocharged engines are not subject to this section of all exhausted gases pass through the rotating turbine wheel, there is not exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

313.1.2.1 Spark arrestors.

1. A spark arrester is a device constructed of nonflammable material specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch (0.58 mm) in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.

2. Spark arrestors affixed to the exhaust system of engines or vehicles subject to Section 313 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

15.32.250 - Section 503.1.2.1 added—Remoteness.

Section 503.1.2.1 is added to the California Fire Code and shall read as follows:

503.1.2.1 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

15.32.260 - Section 503.1.2.2 added—Aerial access.

Section 503.1.2.2 is added to the California Fire Code and shall read as follows:

503.1.2.2 Aerial access. Buildings exceeding three stories in height or thirty feet in height shall be provided with aerial fire apparatus access. One or more of the required access routes shall be located not less than fifteen feet (4572 mm) and not greater than thirty feet (9144 mm) from the building. The side of the building on which the aerial access fire apparatus road is positioned shall be approved by the fire code official.

15.32.270 - Section 503.2.1 amended—Dimensions.

Section 304.1.2 of the California Fire Code is amended to read as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than twenty-six feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than thirteen feet, six inches (4115 mm).

15.32.280 - Section 503.2.3 amended—Surface.

Section 503.2.3 of the California Fire Code is amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads (78,000 lbs.) of fire apparatus and shall be surfaced by either asphalt or concrete, except when alternate surfaces are approved by the jurisdiction.

15.32.281- Section 504.5 added- Fire service features.

Section 504.5 shall be added to read as follows:

504.5 Door signage. When required by the fire code official, interior and exterior doors shall be provided with permanent signs to facilitate fire department emergency access. Signage shall be approved by the fire code official.

15.32.290 - Section 505.1 amended—Address identification.

Section 505.1 of the California Fire Code is amended to read as follows:

505.1 Address Identification. New and existing buildings shall have approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be a minimum of four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm) for one- and two-family residential dwellings, and shall be illuminated during hours of darkness. Each character shall be a minimum of eight inches (204 mm) high with a minimum stroke width of one inch (25.5 mm) for buildings other than one- and two-family residential dwellings. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building and/or address

identification cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

15.32.291 – Section 901.6 amended- Inspection, testing, and maintenance.

Section 901.6 shall be amended to read as follows:

901.6 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired fire protection and life safety systems and equipment shall be inspected, test and maintained or removed in accordance with Section 901.8. The fire code official is authorized to require periodic inspection, testing and certification of all such systems, equipment and appurtenances. Personnel shall be qualified to perform the inspection, testing, and certification in accordance with Table 901.6.1. In addition to provisions of the applicable test standards, the required certification shall be provided to the Fire District as required by Section 110.3 of the fire code.

Table 901.6.1 shall be amended to read as follows:

Fire Protection and Life Safety Systems		**TESTER QUALIFICATIONS (a)**	**REQUIRED MINIMUM TESTING FREQUENCIES (b)**				**FREQUENCY TO SUBMIT REPORTS TO FIRE DISTRICT. (c)**
			Semi-annual	**Annual**	**Triennial**	**Every 5 years**	
ENGINEERED FIXED EXTINGUISHING SYSTEM							
Dry Chemical System		1, 5	X				Annually
Carbon Dioxide System		1, 5		X			Annually
Halogenated System		1, 5	X				Annually
Clean Agent System		1, 5		X			Annually
Wet Chemical Extinguishing System		1, 5	X				Annually
STANDPIPE SYSTEMS		1, 5		X		X	Annually
AUTOMATIC FIRE SPRINKLER SYSTEMS		1, 5		X		X	Annually
FIRE PUMPS		1, 5		X			Annually
FIRE ALARM SYSTEMS, MONITORING SYSTEMS		8	Frequency ranges from quarterly to annually depending upon equipment; see NFPA 72				Annually
MISCELLANEOUS							
Commercial Cooking Equipment	Fire Protection Systems	1, 5	X				Annually
	Duct Cleaning		Frequency ranges from 1 month to 12 months; see NFPA 96				Not required
Private Fire Hydrants		1, 9		X			Annually
Single Station Smoke Alarms		2, 6		X			Annually
Fire Extinguishers		5		X			Annually
Smoke Control System	Dedicated	3	X				Annually
	Non-Dedicated	4		X			Annually
Emergency and Standby Power Systems		2		X			Annually
Electrical Buss Ducts	Torque and Electrical Testing	2			X		Triennially
	Infrared Testing	2		X			Annually
Fire Doors and Shutters		4, 7		X			Annually
Fire Escapes		7		X			Annually
Emergency Responder Radio Coverage Systems		10		X			Annually

Table 901.6.1 Footnotes:

a. Other concerns or individuals may be qualified to test and certify subject to approval of the fire code official.

b. The testing frequencies listed herein are intended as a convenient summary based on the applicable standards. The applicable standards shall always govern if there is any conflict. It is important to note that many standards mandate inspections on more frequent bases than shown herein. It is not the intent to supersede, modify, or reduce the requirements found in the applicable standards.

c. Reports of tests and certifications need not be submitted to the Fire District more frequently than annually, unless specifically requested by the fire code official.

1. State Licensed Fire Protection Contractor (C-16)

2. State Licensed Electrical Contractor (C-10)

3. State Licensed HVAC Contractor (C-20)

4. May be performed by Owner

5. Licensed by the State Fire Marshal

6. 25 or less units, qualified owner may perform test

7. State Licensed General Contractor (A or B); see also footnote (a)

8. State Licensed Electrical Contractor (C-10) and, for systems installed after 1989, holding the U.L. Certificate (or approved equal) for the building fire alarm system

9. State Licensed Plumbing Contractor (C-36)

10.FCC-issued General Radio Operators License (GROL) and certification by an approved school, organization, or the equipment manufacturer

15.32.300 - Section 903.2 amended—Where required.

Section 903.2 of the California Fire Code is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

In addition to the requirements of Section 903.2.1 through 903.2.12, automatic fire sprinklers are required for the construction of any new building(s) 5,000 square feet or more, regardless of the use of fire walls and occupancy type, except for Group U occupancies not required by Section 903.2.18.

In all existing buildings or structures, except one and two-family dwellings, not equipped with an automatic fire sprinkler system, when additions cause the structure to exceed five thousand square feet, the following provisions shall apply:

A. When such addition exceeds five thousand square feet, but is less than fifty percent of the original building square footage, the addition shall be equipped with an automatic fire sprinkler system.

B. When such addition is fifty percent or greater than the original building square footage, the entire structure shall be equipped with an automatic fire sprinkler system.

15.32.310 - Reserved

15.32.320 - Reserved

15.32.330 - Reserved

15.32.340 - Section 5601.1.3 amended—Fireworks.

Section 5601.1.3 of the California Fire Code is amended to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks is prohibited. If found to be in violation of this requirement, penalties as outlined in Chapter 1, Section 113.4 shall be assessed.

Exceptions:

1. Storage and handling of fireworks as allowed in Section 5604.

2. Manufacture, assembly and testing of fireworks as allowed in Section 5605 and Health and Safety Code Division 11.

3. The use of fireworks for fireworks displays pyrotechnics before a proximate audience and pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions as allowed in Title 19, Division 1, Chapter 6 Fireworks reprinted in Section 5608 and Health and Safety Code Division 11.

4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, as applicable for consumer fireworks and Health and Safety Code Division 11.

15.32.341 – Section 5601.2.1 amended- Residential uses.

Section 5601.2.1 shall be amended to read as follows:

5601.2.1 Residential uses. Persons shall not keep or store, nor shall any permit be issued to keep or store, any explosives at any place of habitation, or within 100 feet thereof. Fireworks shall not be used or possessed in wildland-urban interface areas or areas designated as a fire hazard severity zone. If found to be in violation of this requirement, penalties as outlined in Chapter 1, Section 113.4, shall be assessed.

15.32.350 - Section 5601.7 amended—Seizure of fireworks.

Section 5601.7 is amended in the California Fire Code and shall read as follows:

5601.7 Seizure. The fire code official is authorized to remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials or fireworks offered or exposed for sale, stored, possessed or used in violation of this chapter or of any local ordinances or regulations.

15.32.360 - Appendix D, Section D101.1 amended—Scope.

Appendix D, Section D101.1 of the California Fire Code is amended to read as follows:

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix, Section 503, and all other applicable requirements.

15.32.370 - Appendix D, Section D102.1 amended—Access and loading.

Appendix D, Section D102.1 of the California Fire Code is amended to read as follows:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt or concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

15.32.380 - Appendix P, Section P103.7 amended—Access and loading.

Appendix P, Section P103.7 of the California Fire Code is amended to read as follows:

P103.7 Fire Protection. Haunted houses and ghost walks shall be provided with fire protection systems, as required by the fire code official.

15.32.390 - Geographical limits.

The geographical limits referred to in certain sections of the 2025 California Fire Code are hereby established as follows:

A. **Establishment of geographical limits of districts in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is to be prohibited.**

The limits referred to in Section 5704.2.9.6.1 of the 2025 California Fire Code in which storage is prohibited are established as commercial and residential areas, except where the fire code official has issued written approval of such storage.

B. **Establishment of geographical limits of districts in which storage of Class I and Class II liquids in above-ground tanks is to be prohibited.**

The limits referred to in Section 5706.2.4.4 of the 2025 California Fire Code in which storage is prohibited are established as commercial and residential area, except where the fire code official has issued written approval of such storage.

C. **Establishment of geographical limits of districts in which the storage of flammable cryogenic fluids in stationary containers is to be prohibited.**

The limits referred to in Section 5806.2 of the 2025 California Fire Code in which storage is prohibited are established as commercial and residential areas, except where the fire code official has issued written approval of such storage.

D. **Establishment of geographical limits of districts in which storage of liquefied petroleum gas is to be restricted.**

The limits referred to in Section 6104.2 of the 2025 California Fire Code in which storage is restricted are established as:

Heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of two thousand gallons (7570 L).

All areas, when in the opinion of the fire code official the location of storage would create a hazard to occupants or property owners, the aggregate capacity of any one installation shall not exceed a water capacity of two thousand gallons.

Chapter 15.34 - CALIFORNIA EXISTING BUILDING CODE

Sections:

15.34.010 - Adoption of California Existing Building Code.

15.34.010 - Adoption of California Existing Building Code.

There is adopted by reference the 2025 California Existing Building Code, with errata, incorporating the 2024 International Existing Building Code. That certain document, three copies of which are on file with the city of Chino, being marked and designated as California Existing Building Code, 2025 Edition as copyrighted 2025 by the International Code Council, is adopted as the California Existing Building Code of the city of Chino, to promote public safety and welfare by reducing the risk of death or injury that may result from effects of earthquakes on existing unreinforced masonry bearing wall buildings in the city of Chino and prescribing standards of inspection thereof; and each and all such regulations are referred to, adopted and made a part hereof as though fully set out in this chapter.

Chapter 15.36 - POSTING OF UNREINFORCED MASONRY BUILDINGS

Sections:

15.36.010 - Purpose.
15.36.020 - Scope.
15.36.030 - Definitions amended.
15.36.040 - General requirements.
15.36.050 - Validity.

15.36.010 - Purpose.

The purpose of this chapter is to promote public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on buildings of unreinforced masonry bearing wall construction.

15.36.020 - Scope.

The requirements of this chapter shall apply to all buildings as required by other provisions of this code including all unreinforced masonry bearing wall structures constructed prior to the adoption of earthquake design requirements by this jurisdiction. (Exception: This chapter shall not apply to a detached Group R, Division 1 occupancy containing less than five dwellings used solely for residential purposes.)

15.36.030 - Definitions amended.

For the purpose of this chapter, certain terms, phrases, words, and their derivations shall have the meaning herein.

A. The word *"shall"* is mandatory and the word *"may"* is permissive. Words not defined shall be given their common and ordinary meanings.

B. *"Unreinforced masonry bearing walls"* are masonry walls having all of the following characteristics:

1. Provide the vertical support for a floor or roof;

2. Have a total superimposed load over one hundred pounds per lineal foot;

3. Have an area of reinforcing steel less than fifty percent of that required by the California Building Code.

15.36.040 - General requirements.

A. It shall be the responsibility of the owner of an identified unreinforced masonry building to post in a conspicuous place visible before or upon entry into the structure with the following wording:

"NOTICE

This building has been identified by City of Chino as having potentially hazardous unreinforced masonry bearing walls subject to Chapter 122 of Division 1 of Title 2 of the California Government Code.

In the event of an earthquake, this building could be subject to structural damage that could cause death or injury to its occupants and/or persons near the building exterior."

B. The posting notice shall be of durable metal and shall be a minimum of eight and one-half inches by fourteen inches. Lettering shall be no smaller in size than one-quarter inch and shall have a contrasting color as a background. Posting notice shall be printed in both English and Spanish.

C. Posting shall be completed within thirty days from adoption of the ordinance codified in this chapter or as determined by the building official.

15.36.050 - Validity.

The city council declares that should any section, paragraph, sentence, or word of this chapter or of the code hereby adopted for any reason be invalid, it is the intent of the city council that it would have passed all other portions of this chapter independent of the elimination hereof any such portion as may be declared invalid.

Chapter 15.40 - NEW HOME CONSTRUCTION

Sections:

15.40.010 - Definitions.
15.40.020 - Notice to buyers.
15.40.030 - Features and amenities.
15.40.040 - Developer's security deposit.
15.40.050 - City's inspection.
15.40.060 - Buyer's inspection.
15.40.070 - Occupancy permits.
15.40.080 - City's remedies.
15.40.090 - Attorney's fees and costs.

15.40.010 - Definitions.

For the purposes of this chapter the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. *"Building official"* refers to the building official of development services or his/her designee. As such, the building official shall have authority to adopt rules and regulations to clarify and interpret the provisions of this chapter. He may also approve the variations when such variations are not detrimental to the life, health, safety or welfare of the public and are necessary because of particular or peculiar circumstances, and do not violate the intent or purpose of this chapter.

B. *"Developer"* means any natural person, corporation, partnership, association or other entity seeking to construct new residential dwellings for sale or reconstructing existing residential dwellings for sale.

C. *"Residential dwelling"* means a building or portion thereof designed and constructed exclusively for residential occupancy, including one-family, two-family or multiple dwellings, excepting motels, hotels and rental dwelling units not for resale.

15.40.020 - Notice to buyers.

A. A developer of any residential dwelling shall provide the following information to every potential buyer:

1. The list of features and amenities;

2. The brand names of each of the major components contained in the features and amenities list which were installed in the residential dwelling sought to be sold to the potential buyer;

3. The manufacturer's warranties for each component contained in the features and amenities list;

4. Any and all representations regarding the quality of construction of the residential dwelling including the warranty that the dwelling is constructed in a good, workmanlike manner;

5. Any and all discrepancies between the residential dwelling unit sought to be sold to the potential buyer and the developer's model dwelling displayed by the developer;

6. The buyer's right to inspect and approve the functionality of each major component contained in the features and amenities list and the quality of construction of the residential dwelling and to require the developer to remedy any substantial defects therein pursuant to Section 15.40.060 of this chapter;

7. The distance between the residential dwelling unit sought to be sold from any property which is being used or zoned for an agricultural use and a disclaimer regarding the length of time that the agricultural use or zone shall continue. The disclaimer shall read as follows:

"NOTICE REGARDING AGRICULTURAL USES

Please be advised that many properties within the city of Chino are presently being used for agricultural purposes or are zoned for agricultural purposes. The distance between this residential dwelling and the nearest property currently being used for agricultural purposes is _____. The distance between this residential dwelling and the nearest property zoned for agricultural purposes is _____.

In addition, you are hereby advised that the seller of this residential unit cannot represent the period of time that nearby properties used or zoned for agricultural purposes will continue to be so used or zoned. Because the nearby properties used or zoned for agricultural purposes involve complex and legal factual questions, no representation can be made, nor should be made, regarding the length of time that these nearby properties will continue to be used or zoned for agricultural purposes."

8. The current zoning of all surrounding properties within six hundred sixty feet of the residential dwelling offered for sale by the developer; provided, that such notice has been approved by the Director of Development Services;

9. The name, address and phone number of the developer's representative authorized to effectuate and coordinate compliance with the provisions of this chapter; and

10. The schedule and procedure by which the developer intends to comply with the provisions of this chapter.

B. Concurrent with the execution of any documents for the sale and purchase of a residential dwelling, the developer shall again provide the information contained in subsection A of this section and obtain the buyer's acknowledgment of receipt thereof. Furthermore, the developer, as a condition for the issuance of occupancy, shall make available upon request, the buyer's acknowledgment of receipt of said information to the building official.

15.40.030 - Features and amenities.

Prior to the issuance of building permits for any residential dwelling, the developer shall create and maintain a list of features and amenities. The list of features and amenities shall contain the following information:

A. Each major component to be installed in each residential dwelling including, but not limited to, refrigerators, stoves, microwave ovens, dishwashers, garbage disposals, trash compactors, heating and air conditioning units, solar units, vacuum units, swimming pools, spas, patios, landscaping and alarm systems;

B. Any and all representations to be made to the buyers of the residential dwellings pertaining to the features and amenities to be installed, the quality of construction of the residential dwellings including the normal warranty that the residential unit will be constructed in a good workmanlike manner, and any other representation regarding the developer's efforts to comply with the provisions of this chapter;

C. The name, address and phone number of the developer's representative authorized to effectuate and coordinate compliance with the provisions of this chapter; and

D. The schedule and procedure by which the developer intends to comply with the provisions of this chapter.

15.40.040 - New home security fee.

A. Prior to the issuance of building permits, the developer shall pay a fee for the inspection of each residential dwelling to ensure compliance with the city's building ordinances, the functionality of the dwelling's major components as contained in the developer's warranties, conditions of approval as may be imposed by the approving authority in accordance with the provisions of Title 20 (Zoning) of this code, environmental mitigation measures imposed in accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 through 21177) and the provisions of Chapter 9.40 (Noise) of this code.

B. The fee to be paid by the developer shall be in an amount and in the form specified by the building official, who may require cash, bonds, letters of credit or any combination thereof.

15.40.050 - City's inspection.

A. At the request of the new homeowner, within ninety days after the close of escrow, the building official shall inspect, or cause to be inspected, each residential dwelling to ensure the developer's compliance with the requirements of this chapter. For this purpose, the building official may contract with independent inspectors to conduct the inspections required by this chapter and is authorized to execute said contracts subject to the approval of the city attorney. The costs of the services of any such inspector shall be paid by the developer.

B. The building official shall require the developer to make any and all corrections reasonably necessary to bring each residential dwelling into compliance with the requirements of this chapter. The building official's corrections shall be based upon the inspector's findings and recommendations.

15.40.060 - Buyer's inspection.

A. Prior to the close of escrow for the sale of each residential unit, the developer shall afford the buyer the opportunity to inspect and approve the operational aspects of each major component contained within the features and amenities list and the quality of construction of the residential dwelling.

Thereafter, the developer and each buyer shall prepare a joint statement containing all corrections agreed to be made and all disputes for which no agreement has been reached. The joint statement shall also contain a time period by which all agreed corrections are to be made by the developer provided that the period shall not exceed ninety days from the date of the joint statement. Furthermore, the developer shall file the joint statement and make available upon request to the building official as a condition for the issuance of an occupancy for each residential dwelling.

B. Following occupancy, each buyer shall have ninety days from the close of escrow in which to register complaints with the developer regarding substantial defects or deviations of the requirements set forth in this chapter. Thereafter, the developer and buyer shall meet and confer in good faith regarding the resolution of the buyer's complaints or objections.

15.40.070 - Occupancy permits.

The building official may refuse to issue occupancy permits for any residential dwelling unless and until the developer has complied with the requirements of this chapter including any and all corrections reasonably required by the building official.

15.40.080 - City's remedies.

A. In the event the developer fails to make the required corrections, the building official may, after fifteen days written notice to the developer to make such corrections, utilize the developer's security and cause the corrections to be performed.

B. In the event a developer fails to comply with the requirements of this chapter, the building official may also refuse to issue any additional building permits or occupancy permits to said developer. Prior to doing so, the building official shall notify the developer in writing that occupancy permits or building permits are being withheld pending compliance with this chapter, the reasons therefor, and notice the decision may be appealed pursuant to Chapter 15.70; provided, that a written notice of appeal and reasons therefor is filed with the city clerk within fifteen days of the decision of the building official.

C. In refusing to issue any additional building permit or occupancy permit to a developer, the building official may also issue such permits in phases so as to require the developer to comply with the provisions of this chapter on certain designated residential dwellings before receiving such permits on other residential dwellings.

15.40.090 - Attorney's fees and costs.

In the event that the buyer of a residential dwelling unit institutes legal action against the developer to compel compliance with this chapter and prevails, the buyer shall be entitled to reasonable attorney's fees and costs.

Chapter 15.42 - GREEN BUILDING STANDARDS CODE

Sections:

15.42.010 - Adopted.

15.42.010 - Adopted.

There is adopted by reference the 2025 California Green Building Standards Code, with errata. That certain document, three copies of which are on file with the city of Chino, being marked and designated as the California Green Building Standards Code, 2025 Edition as copyrighted 2025 by the California Building Standards Commission, is adopted as the California Green Building Standards Code of the city of Chino.

Chapter 15.43 - CALIFORNIA ENERGY CODE

Sections:

15.43.010 - Adopted.

15.43.010 - Adopted.

There is adopted by reference the 2025 California Energy Code For Residential and Nonresidential Buildings as published by the California Energy Commission. That certain document, three copies of which are on file with the city of Chino, being marked and designated as the California Energy Code, 2025 Edition, is adopted as the California Energy Code of the city of Chino.

Chapter 15.44 - ON-SITE CONSTRUCTION DEVELOPMENT

Sections:

15.44.010 - Plan checking and inspection—Required.
15.44.020 - Plan checking and inspection—Fee.
15.44.030 - Construction hours.

15.44.010 - Plan checking and inspection—Required.

To ensure compliance with state or local laws, each person constructing or causing to be constructed any building, dwelling, private, public, or semipublic development for commercial or industrial or related purposes, which proposes to utilize on-site drainage, shall prepare engineering drawings in accordance with the requirements, standards and specifications of the city, which shall be approved and inspected by the city engineer.

15.44.020 - Plan checking and inspection—Fee.

A fee shall be charged for all plans, reviewed and approved by the city engineer, and for inspection of the construction for such on-site drainage facilities construction development. The fee shall be in the amount prescribed in the Comprehensive Fee Schedule of the city, codified in Appendix I of this code, to offset the city's costs for all personnel, time, equipment, facilities and administration performed pursuant to this section.

15.44.030 - Construction hours.

A. Construction shall occur only between the hours of 7:00 a.m. and 8:00 p.m. Monday through Saturday, with no construction allowed on Sundays and federal or state holidays. For the purposes of this section, construction shall mean any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, streets and other paving, utilities, filling, grading, excavation, mining, dredging, drilling operations, or pile driving.

B. The director of development services may approve exceptions to the hours of construction noted in Subsection A of this section, provided that the change in hours does not adversely impact the adjacent neighborhood.

Chapter 15.45 - CLIMATE ACTION PLAN IMPLEMENTATION

Sections:

15.45.010 - Purpose
15.45.020 - Mandatory and Voluntary Measures
15.45.030 - Residential Development
15.45.040 - Non-Residential Development
15.45.050 - Model Homes
15.45.060 - Energy Efficiency for Existing Buildings
15.45.070 - GHG Performance Standard for New Development

15.45.010 - Purpose.

The city's climate action plan (CAP) incorporates a variety of reduction approaches and strategies, including mandatory measures, incentive-based measures, public outreach and education, and coordination with county, regional, and state strategies in order to accomplish emission reductions in an efficient and cost-effective manner. The purpose of this chapter is to establish CAP implementation requirements for existing buildings and new development that will contribute to the reduction of greenhouse gas (GHG) emissions.

15.45.020 - Mandatory and Voluntary Measures.

The 2025 California Green Building Standards Code, Title 24, Part 11 ("CALGreen") contains both mandatory and voluntary green building measures. Mandatory and voluntary measures are identified in the appropriate application checklists contained in CALGreen. All new residential development shall comply with the mandatory measures of CALGreen Chapter 4, and are encouraged to implement voluntary measures to further reduce greenhouse gas (GHG) emissions related to development. In addition to mandatory measures of CALGreen, all new residential development shall comply with the measures identified in Section 15.45.030 of this code. All new non-residential development shall comply with the mandatory measures of CALGreen Chapter 5, and are encouraged to implement voluntary measures to further reduce GHG emissions related to development. In addition to the mandatory measures of CALGreen, all new non-residential development shall comply with the measures identified in Section 15.45.040 of this code.

15.45.030 - Residential Development.

The following measures are hereby adopted as mandatory measures, applicable to all new residential development:

A. Electric Vehicle (EV) Charging. Dwellings shall comply with the following requirements for future installation of electric vehicle supply equipment (EVSE).

1. One-and Two-family Dwellings. Install a listed raceway to accommodate a dedicated branch circuit. The raceway shall not be less than trade size 1. The raceway shall be securely fastened at the main service or subpanel and shall terminate in close proximity to the proposed location of the charging system into a listed cabinet, box, or enclosure. Raceways are required to be continuous at enclosed or concealed areas and spaces. A raceway may terminate in an attic or other approved location when it can be demonstrated that the area is accessible and no removal of materials is necessary to complete the final installation.

i. Exception: Other pre-installation methods that provide sufficient conductor sizing and service capacity to install Level 2 EVSE.

ii. Labeling Requirement. A label stating "EV CAPABLE" shall be posted in a conspicuous place at the service panel or subpanel and next to the raceway termination point.

2. Appliance Rating. Each appliance provided by the builder must be a qualified ENERGY STAR appliance if an ENERGY STAR designation is applicable for that appliance.

3. Enhanced Construction Waste Reduction. Divert to recycle or salvage at least seventy percent of nonhazardous construction and demolition debris generated at the site.

15.45.040 - Non-Residential Development.

The following measures are hereby adopted as mandatory measures, applicable to all new non-residential development:

1. Appliance Rating. All equipment and appliances provided by the builder shall be ENERGY STAR labeled if ENERGY STAR is applicable to that equipment or appliance.

2. Enhanced Construction Waste Reduction. Divert to recycle or salvage at least seventy percent of nonhazardous construction and demolition debris generated at the site.

15.45.050 - Model Homes.

At least one model home/unit for each residential development shall offer and display energy-saving options and signage identifying standard and optional features that contribute to the overall efficiency of the home. Handout materials shall be made available in the model home describing the optional features, including costs, benefits, energy savings, etc.

15.45.060 - Energy Efficiency for Existing Buildings.

Energy efficiency upgrades are required when a building permit is issued for any addition or alteration to non-residential buildings, or when a building permit is issued for any addition or alteration with a project valuation of sixty-five thousand dollars or more to a residential building.

In all cases of additions or alterations that trigger the requirement, compliance is required as follows:

1. Applicants will dedicate an additional amount of ten percent of project valuation toward energy upgrades, up to a maximum of twenty thousand dollars beyond the original permit valuation for the addition or alteration.

2. Energy upgrades that can be counted toward meeting this requirement include those that are part of the original addition or alteration that exceed local and state requirements, and those that are beyond the original scope of the project that meet or exceed local and state requirements.

3. The building official will have the flexibility to determine substantial compliance with this section in cases where practical difficulties make it infeasible to meet the requirements. A project proponent would need to demonstrate in writing that the requirements are financially infeasible, that they are infeasible within the project timeframe, that the products needed are not available, or that other practical difficulties exist.

15.45.070 - GHG Performance Standard for New Development.

All new development in the city shall contribute to the reduction of greenhouse gas emissions by demonstrating consistency with the climate action plan by implementing one or a combination of the following three options:

1. Exceed by three percent the mandatory California Energy Code Title 24, Part 6 standards, in effect at the time of development application submittal for discretionary review; or

2. Achieve an equivalent reduction through voluntary measures in the California Green Building Standards Code, Title 24, Part 11 (CALGreen) in effect at the time of development application submittal for discretionary review; or

3. Provide other equivalent GHG reductions through measures including, but not limited to, non-vehicle transportation infrastructure, transit, ZEV (zero emission vehicle) infrastructure or other incentives, waste diversion, water conservation, tree planting, renewable energy option packages, or any combination of these or other measures such that GHG emissions are reduced by 0.04 MT CO2e per residential dwelling unit per year and/or 0.11 MT CO2e per thousand square feet of commercial/industrial development per year.

Applicants that choose Option 1 described above will be required to verify that their project meets the three percent improvement above the mandatory standards through the appropriate certificate of compliance form for residential construction (CF-1R) or for commercial/industrial construction (PERF-1C). Applicants that choose Options 2 or 3 described above will be required to utilize the GHG Performance Standard Checklist developed by the city, or provide other valid documentation, such as CalEEMod or other methodologies, as verified by the director of community development to demonstrate the required GHG reductions consistent with the city's CAP.

Chapter 15.46 - ROOFTOP SOLAR ENERGY SYSTEMS

Sections:

15.46.010 - Small Residential Rooftop Solar Energy System Review Process

15.46.010 - Small Residential Rooftop Solar Energy System Review Process.

A. The following words and phrases as used in this section are defined as follows:

Electronic submittal means the utilization of one or more of the following:

1. E-mail;

2. Online permit software available through the City of Chino website.

3. Facsimile.

4. SolarApp+, per SB 379

Small residential rooftop solar energy system means all of the following:

1. A solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating or thirty kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined in this Code or applicable provisions of state law.

Solar energy system has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

B. Prior to submitting an application, the applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground, and bonding wiring, as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

C. An applicant may submit the permit application and associated documentation to the city's building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications, and other documentation may be used in lieu of a wet signature.

D. For a small residential rooftop solar energy system eligible for expedited review, only one inspection from the building division shall be required, which shall be done in a timely manner. A separate fire inspection is required to be performed by the Chino Valley Independent Fire District. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however, the subsequent inspection need not conform to the requirements of this subsection.

E. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

F. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits and authorizations. Such approval does not authorize an applicant to connect the small residential rooftop energy system to the local utility provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

Chapter 15.48 - SECURITY AND SAFETY STANDARDS FOR CONSTRUCTION

Sections:

15.48.010 - Purpose.
15.48.020 - Application.
15.48.030 - Definitions.
15.48.040 - Compliance—Required.
15.48.050 - Compliance—Time—Procedure.
15.48.060 - Security standards—Generally.
15.48.070 - Security standards—Residential units.
15.48.080 - Security standards—Commercial/industrial building.
15.48.090 - Exceptions—Criteria for approval.
15.48.100 - Testing.
15.48.110 - Reserved.
15.48.120 - Enforcement.
15.48.130 - Violation—Penalty.

15.48.010 - Purpose.

The city declares the provisions contained in this chapter both desirable and necessary for the safety and protection of human life and property.

15.48.020 - Application.

The provisions of this chapter shall be applied at such times as building permits are issued for new building construction or any structural addition to an existing building. The existing structure shall meet the provisions of this code when additions thereto are constructed.

15.48.030 - Definitions.

For the purpose of this chapter, the definitions given in this section shall govern the meanings of the following words and phrases:

A. *"Building official"* means the building official of the city.

B. *"Building permit"* means approval to commence construction issued by the building official upon determination that all plans and specifications for a proposed building or structure conform to the city's codes and standards.

C. *"Locks"* include the following:

1. *"Cylinder spring dead latchset"* means a latching device and strike plate which is positively held in deadlatch position when the door is closed by means of an added integral slide trigger mechanism. The complete set shall consist of pin tumbler cylinder key operation from the exterior and a knob, thumbturn, or lever handle from the interior.

2. *"Dead-latching lockset"* means a lock similar to the cylinder spring dead latchset, except the lockset shall consist of a knob on both sides and shall be locked or unlocked by a pin tumbler cylinder key from exterior and a turn button from interior.

3. *"Panic-free lockset"* means a high security lockset with a one-inch throw deadbolt and a cylinder guard. The deadbolt is retracted simultaneously by single action of the interior knob for panic escapement.

4. *"Double cylinder deadlock"* means a bolt with one-inch throw which has no automatic spring action and which is operated by a pin tumbler cylinder key from either side of the door. The bolt must be steel or contain steel embodiments.

5. *"Single cylinder deadlock"* means a bolt similar to the double cylinder deadlock, but actuated by a pin tumbler cylinder key from the outside and a thumbturn on the inside and is positively held fast when in the projected position.

D. *"Lock components"* include the following:

1. *"Cylinder guard"* means a hardened free-turning steel ring surrounding the exposed portion of the lock cylinder and is so fastened as to protect the cylinder from wrenching, prying, cutting, or pulling by attack tools.

2. *"Insert"* means a hardened steel pin contained in the bolt and located to prevent bolt cutting with common tools.

3. *"Security strike"* means a heavy gauge steel strike with four off center screws one and one-half inches long permitting full penetration into the rough buck. Approximate dimensions: three and five-eighths inches by one and one-fourth inches.

15.48.040 - Compliance—Required.

Materials, methods of construction or structural design limitations provided for in this chapter are to be used unless an exception is granted.

15.48.050 - Compliance—Time—Procedure.

All construction plans and drawings for structures and additions thereto submitted to the city for a building permit shall note the requirements of this chapter and incorporate the provisions into

the plans and drawings. After the effective date of the ordinance codified in this chapter, the building official shall not issue a building permit to any person, firm or corporation that proposes to erect, construct or enlarge any building or structure, or cause the same to be done, without providing verification that the building or addition conforms to the regulations set forth in this chapter.

15.48.060 - Security standards—Generally.

A. Louvered windows shall not be used.

B. Overhead garage doors shall be equipped with slide bolts, which shall be capable of utilizing padlocks with minimum nine thirty-seconds inch shackle.

C. Where sliding or accordion doors are utilized, they shall be equipped with guide tracks which shall be designed so that the door cannot be removed from the track when in the closed and locked position.

D. Sliding glass windows and doors shall be equipped with a pin-joined locking mechanism containing a heavy duty bolt which locks the door securely to adjacent stationary window.

E. Windows and sliding glass doors may have iron grill work for protection if the grillwork can be opened easily from the inside without the use of any tool or key.

15.48.070 - Security standards—Residential units.

The following special provisions shall apply to residential buildings in the city in addition to the general security standards contained in Section 15.48.060:

A. Doors shall comply with the following regulations:

1. All exterior swinging doors shall be of solid core construction with a minimum thickness of one and three-fourths inches, or with panels not less than nine-sixteenths inch thick.

2. Any swinging door leading from a garage into a residence, shall be of solid core construction with a minimum thickness of one and three-eighths inches.

3. All swinging exterior doors and doors leading from garage areas into dwellings shall be equipped with a one-inch deadbolt locking mechanism. The deadbolt shall have a minimum bolt throw of one-inch and shall be equipped with a steel insert and a free turning cylinder guard.

EXCEPTION. Exterior swinging doors leading into garages have a minimum requirement to be equipped with a dead latch locking mechanism.

4. Main entrance door shall be operable from the inside without the use of a key or any special knowledge or effort.

5. All entry doors on upper floors to apartments not containing alternate emergency escape routes shall use panic-free double locksets.

6. When entry doors are doubles, one leaf shall be held in position by hand bolts at top and bottom with a minimum penetration into floor and jamb of one inch.

7. Hinges which are exposed to the exterior shall be equipped with nonremovable hinge pins or a mechanical interlock to preclude removal of the door from the exterior by removing the hinge pins.

8. All front exterior doors shall be equipped with a wide angle one hundred eighty-degree door viewer, except where occupant has clear vision of the area immediately outside the door without opening the door.

9. Trimmers on exterior doors shall be four inches by four inches trimmer, well nailed to the king stud and accurately set to receive the finish door jamb. This requirement shall apply only to new construction.

10. Exterior doors with glazing within forty inches of any locking mechanism shall be protected by rated burglary resistant glazing or a double cylinder deadbolt lock.

B. Address markings shall comply with the following regulations:

1. All residential structures shall display a street number in a prominent position so that it shall be easily visible from the street. The numerals in these numbers shall be no less than four inches in height, of a color contrasting to the background and located so they may be clearly seen and read.

2. In multiple-family dwelling complexes, each residential building shall display a street number in a prominent position. It shall be lighted (equipped with a photo sensitive automatic lighting device) and be easily visible from a street, driveway or pedestrian walkway. Said identification shall be no less than six inches in height and of a color contrasting to the background. The entrance of each dwelling unit shall have a unit identifying number, letter or combination thereof, displayed or adjacent to the dwelling unit door and be no less than three inches in height and of a contrasting color to the background.

3. Maps of the complex shall be furnished to the police and fire departments upon completion of construction. The maps shall include building identification and unit identification.

C. Lighting shall conform to the following regulations:

1. Provisions for lighting must meet design review standards before approval.

2. All exterior doorway entrances shall be equipped with photo sensitive automatic lighting devices capable of providing at least one footcandle of light at ground level during hours of darkness.

3. Aisles, passageways, mailbox locations, patio and balconies, recreation buildings, laundry rooms, within multiple-family dwelling complexes shall be equipped with security lighting devices such as photo sensitive or automatic lighting devices capable of providing at least .25 footcandles of light at ground level during hours of darkness.

4. Open parking lots and carports of multiple-family dwelling complexes shall be equipped with photo sensitive or automatic lighting devices capable of providing at least one footcandle of lighting on the parking surface during hours of darkness.

5. All lighting devices shall be protected by vandal-resistant covers.

15.48.080 - Security standards—Commercial/industrial building.

The following special provisions shall apply to all commercial/industrial buildings and additions thereto constructed in the city in addition to the general security standards contained in Section 15.48.060:

A. Door security shall meet the following specifications:

1. All exterior swinging doors shall be equipped with a one-inch deadbolt locking mechanism. The deadbolt shall have a minimum bolt throw of one inch and shall be equipped with a steel insert and a free turning cylinder guard.

2. Swinging exterior glass doors, wood or metal doors with glass panels, solid wood or metal doors shall be constructed or protected as follows:

a. Wood doors shall be solid core construction with a minimum thickness of one and three-fourths inches.

b. Hollow metal doors shall be constructed of a minimum equivalent to sixteen U.S. gauge steel and have sufficient reinforcement to maintain the designed thickness of the door when any locking device is installed; such reinforcement being able to restrict collapsing of the door around the locking device.

3. Except when double cylinder deadbolts are utilized, any glazing utilized within forty inches of any door locking mechanism shall be constructed or protected as follows:

a. Fully tempered glass or rated burglary resistant glazing; or

b. Iron or steel grills or at least one-eighth inch metal with a maximum two-inch mesh secured on and easily removable from the inside of the glazing may be utilized; or

c. The glazing shall be covered with iron or steel bars of at least one-half inch round or one inch by one-fourth inch flat metal, spaced not more than five inches apart and secured on and easily removable from the inside of the glazing;

d. Items b and c shall not interfere with the operation of opening windows if such windows are required to be openable by the California Building Code.

4. Hinges for outswinging doors shall be equipped with nonremovable hinge pins or a mechanical interlock to preclude removal of the door from the exterior by removing the hinge pins.

5. The jamb on all aluminum frame swinging doors shall be so constructed or protected to withstand sixteen hundred pounds of pressure in both a vertical distance of three inches and a horizontal distance of one inch each side of the strike, so as to prevent violation of the strike.

6. In multiple-occupancy office buildings, all entrance doors to individual office suites shall meet the construction and locking requirements for exterior doors.

B. Windows shall meet the following specifications:

1. Windows shall be deemed accessible if less than twelve feet above ground or adjacent to any pedestrian walkway.

2. Accessible windows having a pane or opening exceeding ninety-six square inches, with the smallest dimension exceeding six inches, and not visible from a public or private thoroughfare shall be protected in the following manner:

a. Fully tempered glass or burglary-resistant glazing; or

b. Window barriers may be used but shall be secured with bolts which are nonremovable from the exterior while remaining removable from the interior:

i. Interior or exterior steel or iron bars of at least one-half inch round or one inch by one-quarter inch flat metal spaced not more than five inches apart and securely fastened; or

ii. Interior or exterior iron or steel grills of at least one-eighth inch metal with not more than a two-inch mesh and securely fastened.

c. The protective bars or grills shall not interfere with the operation of opening windows if such windows are required to be openable by the California Building Code.

3. Hinges for outswinging doors shall be equipped with nonremovable hinge pins or a mechanical interlock to preclude removal of the door from the exterior by removing hinge pins.

4. All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:

a. If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen U.S. gauge sheet steel, or its equivalent, attached with screws.

b. The hatchway shall be secured from the inside with a slide bar or slide bolts.

c. Outside hinges on all hatchway openings shall be provided with nonremovable pins when using pin-type hinges.

5. All air dust or air vent openings exceeding ninety-six square inches on the roof or exterior walls of any commercial building shall be secured by covering same with either of the following:

a. Iron or steel bars of at least one-half inch round or one inch by one-fourth inch flat metal spaced not more than five inches apart and securely fastened; or

b. Iron or steel grills of at least one-eighth inch with a maximum two-inch mesh and securely fastened;

c. If the barrier is on the outside, it shall be secured with bolts which are nonremovable from the exterior;

d. The above must not interfere with venting requirements, creating a potentially hazardous condition to health and safety, or conflict with the provisions of the California Building Code or Title 19, California Administrative Code.

C. Permanently affixed exterior ladders leading to roofs shall be fully enclosed with sheet metal to a height of ten feet. This covering shall be locked against the ladder with a case hardened clasp secured with nonremovable screws or bolts. Hinges on the cover will be provided with nonremovable pins when using pin-type hinges. If a padlock is used, it shall have a hardened steel shackle, locking at both heel and toe, and a minimum five-pin tumbler operation with nonremovable key when in an unlocked position.

D. Lighting and address markings shall conform to the following specifications:

1. The address number of every commercial building shall be located and displayed so that it is easily visible from the street. The numerals in these numbers shall be no less than eight inches in height and be of a color contrasting to the background. In addition, any business which affords vehicular access to the rear through any driveway, alleyway or parking lot shall also display the same numbers on the rear of the building.

2. All exterior doors to commercial buildings shall be equipped with a lighting device capable of providing a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism-resistant covers.

3. Open parking lots, and access thereto, providing more than ten parking spaces and for use by the general public, shall be provided with a maintained minimum of one footcandle of light on the parking surface from dusk until the termination of business every operating day.

15.48.090 - Exceptions—Criteria for approval.

The building official may approve any material method of construction or structural design not specifically provided for in this chapter; provided that:

A. He finds the proposed design to be satisfactory and the material and method of work offered is for the purpose intended;

B. He finds the materials, method of construction and structural design is at least equivalent to that prescribed in this chapter in quality, strength, effectiveness, crime resistance, durability and safety;

C. The fire department has determined that the alternative is in conformance with the California Administrative Code.

15.48.100 - Testing.

Whenever there is insufficient evidence of compliance with the provisions of this chapter or evidence that any material or any construction does not conform to the requirements of this chapter, or in order to substantiate claims for alternate materials or methods of construction as allowed by Section 15.48.090, the building official may require tests as proof of compliance to be made at the expense of the owner or his agent by an approved agency.

15.48.110 - Reserved.

15.48.120 - Enforcement.

The building official or his authorized representatives are empowered and directed to administer and enforce the provisions of this chapter relating to physical security requirements for buildings in the city.

15.48.130 - Violation—Penalty.

Any building or addition thereof constructed subsequent to the effective date of the ordinance codified in this chapter which is not in compliance with the provisions of this chapter shall not be given a final inspection or right of occupancy by the city until all applicable provisions of this chapter are complied with.

Chapter 15.50 - ENFORCEMENT

Sections.

15.50.010 - Violations.
15.50.020 - Penalties.
15.50.030 - Recovery of Attorneys' Fees.

15.50.010 - Violations.

A. It shall be a misdemeanor for any person to alter, construct, convert, demolish, enlarge, equip, erect, improve, maintain, move, occupy, repair, or use any building or structure in the city, or cause or permit the same to be done contrary to or in violation of any provision of any code adopted under this title. A person shall be guilty of a separate and distinct offense for each and every day during which any violation of any provision of any code adopted under this title is committed, continued, or permitted to be committed or continued.

B. It shall be a misdemeanor for any person or entity to fail to comply with a notice or order to comply or repair issued under any provision of any code adopted under this title. A person shall be guilty of a separate and distinct offense for each and every day that he or she fails to comply with the notice or order. A violation of this subsection is independent and does not depend on a finding that the person cited also violated another provision of this code. It shall not be a defense to a prosecution under this subsection that the person cited under this subsection was found not guilty of the underlying violation.

15.50.020 - Penalties.

Every person found guilty of a misdemeanor shall be punishable for each separate offense by a fine not exceeding one thousand dollars or by imprisonment in the county jail not exceeding six months, or by both such fine and imprisonment.

15.50.030 - Recovery of Attorneys' Fees.

Recovery authorized. Any violation of this municipal code is hereby determined to constitute a public nuisance. The prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a nuisance may recover its incurred attorney's fees, provided that the city elected, at the initiation of such individual action or proceeding, to recover its own attorneys' fees. In no judicial action or administrative proceeding shall an award of attorney's fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the city in the

judicial action or administrative proceeding. A judicial action includes, but is not limited to, any civil or criminal action, inspection or abatement warrant, administrative proceeding, or appeal from an administrative proceeding. In addition to any other basis, the city shall also be determined the prevailing party when a person complies voluntarily or involuntarily after a deadline in a notice issued by the city expires, and also when the city's enforcement action was a cause or catalyst for compliance. The failure of a court to award attorneys' fees to the city shall not preclude the city from recovering its attorneys' fees and costs through an administrative or other process.

Chapter 15.60 - SAFETY ASSESSMENT PLACARDS

Sections:

15.60.010 - Intent.
15.60.020 - Application.
15.60.030 - Definitions.
15.60.040 - Placards—Content.
15.60.050 - Placards—Depiction.
15.60.060 - Penalty for violation.

15.60.010 - Intent.

This chapter approves the use of standard placards to indicate the condition of buildings and structures for continued occupancy and authorizes the building official, or his or her authorized representative, to post such placards at each entry point to a building or a structure upon completion of a safety assessment.

15.60.020 - Application.

The provisions of this chapter shall apply to the occupancy of all buildings and structures subject to the regulatory jurisdiction of the City of Chino.

15.60.030 - Definitions.

The term *"safety assessment"* shall mean a visual, non-destructive examination of a building or structure by the building official or his or her authorized representative for the purpose of determining its suitability for continued occupancy.

15.60.040 - Placards—Content.

The following are descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures, copies of which are depicted in the addendum to Section 15.60.050:

1. INSPECTED—Lawful Occupancy Permitted. This placard is to be posted on any building or structure wherein no apparent structural hazard has been found. However, it is not intended to mean that there is no damage to the building or structure. This placard shall be printed with a green background or on green paper, for easy recognition.

2. RESTRICTED USE. This placard is to be posted on any building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The person who posts this placard shall note in general terms the type of damage encountered and clearly and concisely describe the restrictions on continued occupancy. This placard shall be printed with a yellow background or on yellow paper, for easy recognition.

3. UNSAFE—Do Not Enter or Occupy. This placard is to be posted on any building or structure that has been damaged so severely that continued occupancy poses a threat to life or safety. Buildings or structures posted with this placard shall not be entered under any circumstance, unless authorized in writing by the building official or his or her authorized representative. However, city safety assessment personnel and teams shall be authorized to enter these buildings or structures at any time. This placard is not to be used as or considered to be a demolition order. The person who posts this placard shall note in general terms the type of damage encountered. This placard shall be printed with a red background or on red paper, for easy recognition.

4. JURISDICTIONAL SEAL, CODE REFERENCE AND RESPONSIBLE DEPARTMENT. Each such placard shall contain the Seal of the city of Chino, a reference to the provisions of the city code pursuant to which such placard was authorized, and the responsible department name, address and phone number.

15.60.050 - Placards—Depiction.

The placards authorized by the preceding Section 15.60.040 are depicted in the following tables:

INSPECTED

LAWFUL OCCUPANCY PERMITTED

This structure has been inspected (as indicated below) and no apparent structural hazard has been found.

☐ **Inspected Exterior Only**

☐ **Inspected Exterior and Interior**

Report any unsafe condition to local authorities; re-inspection may be required.

Inspector Comments:_____

_____

_____

Facility Name and Address:

_____

_____

Date _____

Time _____

(**Caution:** Aftershocks since inspection may increase damage and risk.)

This facility was inspected under emergency conditions for the:

City of Chino
Building & Safety Division
13220 Central Avenue
Chino, CA 91710
(909) 334-3251

Chino Municipal Code Chapter 15.60
Inspector I.D. / Agency

_____

_____

DO NOT REMOVE, ALTER, or COVER this PLACARD
Until Authorized by City Building & Safety Division
(Violation is punishable as a Misdemeanor, under Chino Municipal Code Section 15.60.060)

RESTRICTED USE

Caution: This structure has been inspected and found to be damaged as described below:

_____

_____

_____

Entry, occupancy, and lawful use are restricted as indicated below:

☐ Do not enter the following areas:
_____

☐ Brief entry allowed for access to contents:
_____

☐ Other restrictions:
_____

Facility Name and Address:

_____

_____

_____

Date _____

Time _____

(**Caution:** Aftershocks since inspection may increase damage and risk.)

This facility was inspected under emergency conditions for the:

City of Chino
Building & Safety Division
13220 Central Avenue
Chino, CA 91710
(909) 334-3251

Chino Municipal Code Chapter 15.60
Inspector I.D. / Agency

_____

_____

DO NOT REMOVE, ALTER, or COVER this PLACARD
Until Authorized by City Building & Safety Division
(Violation is punishable as a Misdemeanor, under Chino Municipal Code Section 15.60.060)

UNSAFE

DO NOT ENTER OR OCCUPY
(THIS PLACARD IS NOT A DEMOLITION ORDER)

This structure has been inspected, found to be seriously damaged and is unsafe to occupy, as described below:

_____
_____
_____

Do not enter, except as specifically authorized in writing by the City.
Entry may result in death or injury.

Facility Name and Address:

_____
_____
_____
_____

Date _____

Time _____

This facility was inspected under emergency conditions for the:

City of Chino
Building & Safety Division
13220 Central Avenue
Chino, CA 91710
(909) 334-3251

Chino Municipal Code Chapter 15.60
Inspector I.D. / Agency

_____
_____

DO NOT REMOVE, ALTER, or COVER this PLACARD
Until Authorized by City Building & Safety Division
(Violation is punishable as a Misdemeanor, under Chino Municipal Code Section 15.60.060)

1**5.60.060 - Penalty for violation.**

(a) It shall be a misdemeanor for any person to occupy any building or structure in violation of the placard posted thereon pursuant to this chapter. A person shall be guilty of a separate and distinct offense for each and every day that he or she fails to comply with such posted placard.

(b) It shall be a misdemeanor for any person to remove a placard posted on any building or structure pursuant to this chapter.

(c) Every person found guilty of a misdemeanor shall be punishable by a fine not exceeding one thousand dollars or by imprisonment in the county jail not exceeding six months, or by both such fine and imprisonment.

Chapter 15.70 – APPEALS

Sections:

15.70.010 - Appeals.

15.70.010 - Appeals.

Any recipient of a decision, order or determination by the city's building official or designee relating to the application of regulations and building standards codified in Title 15 of this code may appeal that decision, order or determination in accordance with Section 8.50.100 and Chapter 8.50 of this code. The failure to file a timely and complete appeal as required by Section 8.50.100 and Chapter 8.50 shall constitute a waiver of all rights to appeal and a failure to exhaust administrative remedies. The decision of the hearing officer, as provided in Section 8.50.100, shall be final."

Section 3: Except as otherwise amended herein, the remainder of Title 15 (Buildings and Construction) of the City of Chino Municipal Code shall remain unchanged and in full force and effect.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance. The city council declares that it would have enacted this Ordinance and each section, subsection, sentence, clause and phrase hereof irrespective of any determination of invalidity.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

Section 6: Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the Chino Champion, a newspaper of general circulation, and printed and published within designated locations in the City in accordance with the provisions of the Government Code.

ADOPTED THIS 4TH DAY OF NOVEMBER 2025.

_____

EUNICE ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino) §
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **JACKIE MELENDEZ, ASSISTANT CITY MANAGER**

SUBJECT

Adoption of Ordinance No. 2025-008 (Second Reading), amending Chapter 10.64 of the Chino Municipal Code.

RECOMMENDATION

Approve the adoption of Ordinance No. 2025-008 (Second Reading), amending Chapter 10.64 (Parades and Special Events) of Title 10 (Vehicles and Traffic) of the Chino Municipal Code.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Ordinance No. 2025-008 was introduced on first reading by the City Council at its October 21, 2025 meeting. The Ordinance will amend Chapter 10.64 (Parades and Special Events) of Title 10 (Vehicles and Traffic) of the Chino Municipal Code to redefine the parameters and guidelines of Chapter 10.64 parades and special events in order to promote the health, safety, and general welfare of the residents of the City.

Once adopted on second reading, the Ordinance will go into effect thirty (30) days thereafter.

ISSUES/ANALYSIS

Ordinance No. 2025-008:

Second reading of Ordinance, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 10.64 (PARADES AND SPECIAL EVENTS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CHINO MUNICIPAL CODE"

Attachment: Ordinance No. 2025-008

ORDINANCE NO. 2025-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING CHAPTER 10.64 (PARADES AND SPECIAL EVENTS) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE CHINO MUNICIPAL CODE

WHEREAS, the City of Chino ("City") has previously adopted Chapter 10.64 of Title 10 of the City of Chino Municipal Code ("CMC"), establishing rules and regulations of parades and special events; and

WHEREAS, pursuant to California Constitution Article XI Section 7, the City is authorized to regulate and enforce traffic congestion and safety hazard protocol; and

WHEREAS, pursuant to California Vehicle Code §21101(e), the City of Chino City Council ("City Council") is authorized to regulate street closures for parades and special events; and

WHEREAS, the City Council now desires to redefine the parameters and guidelines of parades and special events in order to promote the health, safety, and general welfare of the residents of the City; and

WHEREAS, the City Council now desires to amend CMC Chapter 10.64 to attain the foregoing objectives.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council finds the foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment to CMC Chapter 10.64. Chapter 10.64 of the City of Chino Municipal Code shall be amended in its entirety as follows:

"10.64.010 - Findings.

The city council finds that parades and special events create traffic congestion and safety hazards, and require the expenditure of city resources for the regulation of such parades and special events. Likewise, the city council finds that such parades and special events may also result in noise disturbances, increased littering, an invasion of privacy, a hindrance in the public's right to quiet enjoyment, or the harassment of members of the public.

10.64.020 - Definitions.

For the purpose of this chapter, the definitions given in this section shall govern the meanings of the following words and phrases:

"Applicant" means any person, group, organization, or entity who seeks a special event permit from the city to conduct or sponsor a parade or special event governed by this chapter. An applicant must be eighteen years of age or older.

"Chief of police" means the chief of police for the City of Chino's Police Department or his/her designee.

"City manager" means the city manager for the City of Chino or his/her designee.

"City resources" means any commitment of city funds, manpower, supplies, materials, or other services used to control, support, augment or assist in any way a parade or special event in the city.

“Expressive activity” means conduct, the sole or principal object of which is the expression, dissemination , or communication by verbal, visual, literary, or auditory means of opinions, view, or ideas protected by the First Amendment of the United States Constitution and Article I of the California Constitution.

"Parade" means any procession, march, ceremony, show, exhibition, pageant, or similar display upon any public right-of-way or which will infringe upon the public right-of-way or public property.

"Permit" means any permit as required by this chapter.

"Person" means any person, firm, partnership, association, corporation, group, club or organization of any kind.

"Planning Commission" means the planning commission of the City of Chino.

“SEC” (special events committee) means a committee convened to evaluate parade and special events applications. The city manager shall determine size and membership of this committee.

"Special event" means any of the following:

1. Public Property. Any ceremony, carnival, show, athletic or sporting event, exhibition, pageant, festival, fireworks display, sale and/or service of alcoholic beverages, or similar events upon any public property, right-of-way, sidewalk, or park not designated as a City athletic field located in the city, except for events such as tournaments, sports leagues, and similar events which may typically be conducted in a public park;

2. Residential Property. Any ceremony, carnival, show, sporting event, exhibition, pageant, festival or similar event held at any private residence that is open to the public, which may require the utilization of city resources, whether expected by the sponsor of the event or anticipated by the city, as determined by the SEC;

3. Private Property Other than Residential Property. Any event such as any ceremony, carnival, show, sporting event, exhibition, pageant, festival, fireworks display, or similar event held at private property other than residential property that is being used beyond that property’s intended land use and is open to the public or serves alcoholic beverages which may require the utilization of city resources,

whether expected by the organizer of the event or anticipated by the city, as determined by the SEC.

“Spontaneous event” means any event involving Expressive Activity that is occasioned by recent news or current affairs coming into public knowledge less than five (5) days prior to such event.

10.64.030 - Permit—Requirements.

A. General Parades or Special Events. No person shall engage in, participate in, aid or carry on any parade or special event located wholly or partially on any public street, sidewalk, alley, or park, or which infringes upon the public right-of-way, or which requires the utilization of city resources, unless a permit therefore has been granted by the city. Applications submitted to the city to hold such shall be submitted to the SEC, in this chapter referred to as SEC. The SEC shall be charged with the responsibility of approving such a permit provided it meets the findings required by Section 10.64.090 of this chapter. The SEC shall notify the applicant of its decision; and, in the case of denial, the applicant's appeal rights pursuant to Section 10.64.100 of this chapter. Any permit approved by the SEC shall be issued by the city manager.

B. Exemptions. A permit shall not be required under this chapter for the following activities:

1. The city may, at its discretion, exempt any event sponsored by the city or co-sponsored by the city from any or all of the requirements for obtaining a permit;

2. Spontaneous events involving expressive activity which are occasioned by news or affairs coming into public knowledge less than five (5) days prior to such event may be conducted without the organizers first having to obtain a permit, provided that participants comply with applicable traffic regulations, laws and controls. The person or organization conducting or sponsoring the spontaneous event shall provide notice of the event to the city manager no later than thirty-six hours prior to the commencement of the event and shall provide the location of the event and the estimated number of attendees to assist the city with determining traffic control and policing needs, if any, to protect the health, safety, and welfare of the public. The person or organization conducting or sponsoring the spontaneous event shall be liable and responsible for any costs incurred by the city relating to the event pursuant to Section 10.64.060;

3. Any event involving only pedestrians marching on sidewalks and crossing streets only at pedestrian crosswalks, in accordance with traffic regulations and controls;

4. Funeral processions by a licensed mortuary or funeral home.

10.64.040 - Permit—Application.

A person seeking issuance of a permit to engage in a parade or special event, shall file an application with the city on forms provided by the city. The application for a permit to engage in a parade or special event shall set forth the following information:

A. The name, address, and telephone number of the person seeking to conduct such parade or special event;

B. If the parade or special event proposed is to be conducted for, on behalf of or by an organization, the name, address, and telephone number of the headquarters of the organization, and the authorized and responsible heads of such organization;

C. The name, address, and telephone number of the person who will be the parade or special event chairman and who will be responsible for its conduct;

D. The date when the parade or special event is to be conducted;

E. The time when such parade or special event will start and terminate in compliance with Chapter 9.40 (Noise) of this code;

F. Parades only:

1. The route to be traveled, the starting point and the termination point, in diagram form;

2. The approximate number of persons who, and animals and vehicles which, will constitute such parade; the type of animals and the description of the vehicles;

3. A statement as to whether the parade will occupy all, or only a portion, of the width of the streets proposed to be traversed;

4. The location by street names of any assembly area for such parade;

5. The time at which persons, animals, and/or animals of such parade will begin to assemble at any such assembly area or areas;

G. Special events only:

1. The number of persons expected to attend the special event;

2. A statement of whether alcoholic beverages will be allowed on the premises, type of alcoholic beverages proposed, and evidence of application for the appropriate state liquor license;

H. Any additional information, including evidence of compliance with any and all federal, state, and local regulations, which the city shall find reasonably necessary to make a fair determination as to whether a permit should be issued;

I. If the parade or special event will involve any person or business participating as a vendor, or otherwise, having a booth or stand, or performing, soliciting, or selling any products or services, the application must list and provide copies of all special event vendor permits issued from the city, as defined in Section 5.04.540 of this code.

J. If the parade or special event will involve sidewalk vendors, the application must list and provide copies of all permits issued from the city for said sidewalk vendors, as provided in Chapter 5.28 of this code.

10.64.050 - Filing requirements.

A. Filing Period. An application for a parade or special event permit shall be filed with the city no less than sixty (60) days or more than one calendar year before the date on which it is proposed to conduct the parade or special event. Any application submitted less than sixty (60) days before the parade or special event is proposed to be conducted shall be deemed late and the SEC has the discretion to accept and process the application or deny it as untimely. Any such accepted late-filed applications shall be subject to an expediting fee pursuant to Section 10.64.060 of this chapter.

B. Filing Period for Longer Duration or Larger Size Events. An application for a parade or special event lasting three (3) consecutive days or longer in duration, not including set-up and clean-up, or for parades or special events with an anticipated attendance of five thousand or more people per day shall be filed with the city no less than ninety (90) days or more than one calendar year before the date on which it is proposed to conduct the parade or special event. Any application submitted less than ninety (90) days before the parade or special event is proposed to be conducted shall be deemed late and upon request of applicant, may be subject to an expediting fee pursuant to Section 10.64.060 of this chapter, or may be denied as untimely.

10.64.060 - Application fees and deposits.

A. Fee. A non-refundable application fee, as adopted in the City's Comprehensive Fee Schedule, shall be paid at the time of filing the application for a permit to engage in a parade or special event, as provided in the current comprehensive fee schedule codified in Appendix I of this code, unless waived by the SEC. Any application filed late pursuant to Section 10.64.050 of this chapter shall be subject to an expediting fee as provided in the current comprehensive fee schedule codified in Appendix I of this code, unless waived by the SEC. After consideration and investigation of the application, the SEC may determine what additional fees shall be assessed before issuance of the permit to meet the expenses of maintaining public health, safety, and welfare, such as placing barricades, lighting, and traffic control devices, and providing police officers for crowd control at such parade or special event.

1. Nothing in this chapter shall limit the city's ability to pursue its rights regarding damage to city property as otherwise provided for by law.

B. City Services Deposit. The applicant shall be responsible for and the city may charge the reasonable and necessary costs that any department of the city incurs in connection with the parade or special event for which the city has issued a permit. The amount of the deposit shall be as provided in the current comprehensive fee schedule codified in Appendix I of this code. Such costs include, but are not limited to, city resources as defined in this chapter, costs associated with fire safety, traffic and/or pedestrian control, the closure of streets or intersections, additional police services or other emergency services, and any direct costs of the city to provide support personnel, equipment, materials, supplies, and restoring the public area of the city upon the conclusion of the parade or special event .

1. The applicant shall pay such deposit at the time the application is approved by the city. Within thirty days after the special event or parade concludes, the city

shall either submit a final invoice for costs, if any, to the applicant or refund any unused deposit without interest. If the applicant paid less than the total costs actually incurred by the city, the applicant shall pay the difference to the city, without interest, within thirty days of the date of the invoice for such charges by the city. Thereafter, interest will accrue on the unpaid balance at the legal rate. If the applicant paid more than the total costs incurred by the city, the city shall refund the difference to the applicant, without interest, within thirty days after the parade or special event.

C. Any payment required pursuant to this section shall be made payable to the city by cash, credit card, or cashier's check.

D. Waiver. Any fee, deposit or payment required pursuant to this chapter may be waived by the SEC if the applicant provides as part of the permit application a sworn affidavit in writing, together with any supporting documents, demonstrating the applicant's actual financial inability to pay the fee, deposit or payment and establishes to the satisfaction of the SEC that such fee, deposit or payment is not necessary.

1. Any applicant whose request for waiver is denied may appeal the decision by filing a written notice of appeal with the city clerk within five (5) days after such decision is made.

2. The written notice of appeal shall be filed with the city clerk along with payment of an appeal processing fee in an amount set forth in the city's current Comprehensive Fee Schedule codified in Appendix I of this code. The appeal processing fee, however, shall be excused upon a satisfactory showing of undue financial hardship.

3. The written notice of appeal shall contain the following information: (1) the name of the appealing party; (2) the address of the appealing party, (3) a brief statement in ordinary and concise language of the nature of the appeal together with any material facts claimed to support the contentions of the appellant; (4) a brief statement in ordinary and concise language of the relief sought; and (5) the signature of the appellant.

4. Upon receipt of a timely and proper appeal, the city clerk shall appoint a neutral and impartial hearing officer and shall schedule a hearing at a date, time, and location not earlier than ten days but no later than sixty (60) days after receipt of such appeal.

5. The city clerk shall provide notice not later than ten (10) calendar days before the scheduled hearing by first class mail to the appellant at the address listed on the request for a hearing.

6. The hearing officer shall issue a written decision within five (5) calendar days of the hearing. The decision of the hearing officer shall be final.

7. The failure to timely and properly file a request for a hearing with the city clerk, or the failure to appear at a scheduled hearing, shall constitute waiver of the right to appeal and a failure to exhaust administrative remedies. If appeal is waived for

any reason, including as provided under this subsection, the decision of the SEC shall be final.

10.64.070 - Applicant—Evidence of insurance required and hold harmless agreement.

A. Certificate of Insurance. Each applicant for a parade or special event shall be required to submit evidence to the city, in the form of a certificate of insurance, that such applicant has public liability and property damage insurance in effect and in full force for the duration of such parade or special event in an amount no less than one million dollar ($1,000,000) minimum for each occurrence for general liability coverage and two million dollar ($2,000,000) minimum for general aggregate coverage to protect the general public and the city for any and all damages that might be caused by such parade or special event. It is in the city's discretion to require increased coverage depending on the particular parade or special event. If the parade or special event involves the use of licensed motorized vehicles, the policy must also include an endorsement for automobile liability in an amount no less than one million dollars ($1,000,000). The city shall be named as an additional insured on the certificate of insurance.

B. Hold Harmless and Indemnification. Prior to the issuance of a permit pursuant to this chapter, the applicant shall provide the city with an executed hold-harmless and indemnification agreement, which shall substantially state that the applicant agrees to indemnify, defend, and hold the city and its officers, employees, and agents harmless and free from any and all liability, penalty, expense or loss of any nature, including, but not limited to, liability for damage or injury to any persons or property caused by any participant to the parade or special event.

C. Waiver. If the SEC determines that a particular parade or special event does not present a substantial or significant public liability or property damage exposure for the city or its officers, agents, and employees, the city may provide a written waiver of some or all of the insurance requirements of this section.

D. No person shall conduct a parade or special event under a parade or special event permit without the insurance coverages as required by this section being in full force and effect. However, the insurance requirement for special events involving only the exercise of free speech rights may be waived by the SEC, , if the applicant certifies in writing that: (1) the applicant and/or sponsoring organization does not maintain such insurance coverage; (2) the cost to obtain insurance coverage for the parade or special event is not commercially reasonable or is so cost prohibitive as to prevent the applicant or sponsoring organization from holding the parade or special event; and (3) the parade or special event will not include any of the following: pyrotechnics, commercial activity, the sale or consumption of alcoholic beverages, operation of carnival or animal rides or demonstrations with animals, floats or other non-standard vehicles, specialized recreational equipment, handling or serving of food, open fires, or fuel storage.

E. If the parade or special event includes the sale or consumption of alcoholic beverages, a liquor liability endorsement is also required.

10.64.080 - Notice of action and application.

If the application is denied, a written statement shall be mailed to the applicant within five (5) business days after the date upon which the application was processed and denied

along with a notice of action and the applicant's appeal rights, if any. A rejected application will not prejudice the applicant's right to either amend the application and resubmit such application immediately or resubmit another application at any time in the future.

10.64.090 - Standards for issuance of permits.

The city shall issue a permit when, from a consideration of the application and from such other information as may otherwise be obtained, the following facts are found to exist:

A. Parades:

1. All of the information in the application is true;

2. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

3. The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement, and the areas contiguous thereto, as to prevent normal police protection to the city, giving consideration to the city's ability to recruit police officers from other jurisdictions;

4. The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;

5. The conduct of the parade is not reasonably likely to cause injury to persons or property, provoke disorderly conduct, or create a disturbance;

6. The parade shall start and continue to move from its origin to its point of termination expeditiously and without unreasonable delays en route;

7. The parade is not to be held for the sole purpose of advertising the goods, wares, or merchandise of a particular business establishment or vendor.

8. There are no outstanding violations of this code, any other code adopted by this code, or any state law on the private location for which the parade is to or is taking place.

9. There are no outstanding fees, fines, or other amounts outstanding and owed to the city in connection with the parade, inclusive of such amounts owed by vendor or sidewalk vendor that is part of the parade.

B. Special Events:

1. All of the information in the application is true;

2. The conduct of the special event is not reasonably likely to cause injury to persons or property, provoke disorderly conduct, or create a disturbance;

3. Sufficient parking exists for those persons who will attend the special event such that it will preclude a substantial disruption of the safe and orderly movement of other traffic;

4. The special event is not an illegal event by its very nature, nor shall any of the attractions contained within the special event be of an illegal nature.

5. There are no outstanding violations of this code, any other code adopted by this code, or any state law on the private location for which the special event is to or is taking place.

6. There are no outstanding fees, fines, or other amounts outstanding and owed to the city in connection with the special event, inclusive of such amounts owned by vendor or sidewalk vendor that is part of the special event.

The city may deny a permit upon finding of any of the above facts do not exist, if the location where the special event is to take place or any property within the city owned, leased, or otherwise used by an applicant contains any violation of this code, any other code adopted by this code, or any state law, or if the applicant has outstanding fees, fines, or other amounts due and owing the city.

10.64.100 - Appeal.

A. Any applicant whose permit application is denied may appeal the decision by following the appeal procedure as described below:

1. Any applicant whose request for waiver is denied may appeal the decision by filing a written notice of appeal with the city clerk within five (5) days after such decision is made.

2. The written notice of appeal shall be filed with the city clerk along with payment of an appeal processing fee in an amount set forth in the city's current Comprehensive Fee Schedule codified in Appendix I of this code. The appeal processing fee, however, shall be excused upon a satisfactory showing of undue financial hardship.

3. The written notice of appeal shall contain the following information: (1) the name of the appealing party; (2) the address of the appealing party, (3) a brief statement in ordinary and concise language of the nature of the appeal together with any material facts claimed to support the contentions of the appellant; (4) a brief statement in ordinary and concise language of the relief sought; and (5) the signature of the appellant.

4. Upon receipt of a timely and proper appeal, the city clerk shall appoint a neutral and impartial hearing officer and shall schedule a hearing at a date, time, and location not earlier than ten days but no later than sixty (60) days after receipt of such appeal.

5. The city clerk shall provide notice not later than ten (10) calendar days before the scheduled hearing by first class mail to the appellant at the address listed on the request for a hearing.

6. The hearing officer shall issue a written decision within five (5) calendar days of the hearing. The decision of the hearing officer shall be final.

7. The failure to timely and properly file a request for a hearing with the city clerk, or the failure to appear at a scheduled hearing, shall constitute waiver of the right to appeal and a failure to exhaust administrative remedies. If appeal is waived for any reason, including as provided under this subsection, the decision of the SEC shall be final.

10.64.110 - Permit—Security and traffic plan review.

A. Security and Traffic Plan. The applicant shall submit a plan setting forth the proposed security measures and traffic plans to be taken to protect the health, safety and welfare of the participants in the parade or special event and the public. The plan shall be submitted concurrently with the permit application to the city. Upon review, an official of the police department and/or the public works department may require the alteration of the plan to provide greater traffic mitigation or security measures including, but not limited to, the hiring of private security personnel and/or city police officers at the applicant's expense as a condition of permit issuance.

B. Police Department and/or Fire Department Review. An official from the Chino Valley Independent Fire District and/or the city's police department may, after reviewing the scope of the parade or special event, determine that additional resources are required to ensure public safety. The official of each respective department will determine risks to participants, community impacts and emergency support required to determine additional resources required for the parade or special event. The applicant will bear all related costs and expenses for such additional resources.

10.64.120 - Permit—Contents.

Each parade or special events permit shall state the following information, as applicable:

A. Starting time;

B. Date;

C. Location and/or route;

D. Ending time;

E. Whether alcoholic beverages will be allowed or served;

F. Minimum speed of parade;

G. Maximum speed of parade;

H. Portions of the streets to be traversed that may be occupied by the parade;

I. The maximum length of the parade in miles or fractions thereof;

J. Number of persons expected to attend the special event;

K. Number of persons allowed to occupy a building if special event is to be held inside;

L. Such other information as the city shall find necessary to the enforcement of this chapter.

10.64.130 - Permittee—Duties.

A. Any applicant issued a permit pursuant to this chapter shall comply with all permit directions and conditions and with all applicable laws and ordinances, including, but not limited to, the chapters of this code regulating noise, signs, parking, traffic and camping in the city.

B. The parade or special event chairman, or other person heading or leading such activity, shall carry the permit upon his person during the conduct of the parade or special event.

10.64.140 - Public conduct during parades or special events.

A. Parades.

1. No person shall unreasonably hamper, obstruct, impede, or interfere with any parade or parade assembly or with any person, vehicle, or animal participating or used in a parade.

2. No driver of a vehicle of any sort shall drive between the vehicles or person comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade. This is not to include any vehicle under the direction of the police department.

3. The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it is unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street not posted in accordance with this chapter.

4. The chief of police shall be responsible to see that the conditions of this chapter have been met. For this purpose, the chief of police may require the applicant to submit periodic progress reports prior to the parade or special event.

B. Special Events. No person attending any special event as permitted under this chapter shall violate any laws of the state of California or any ordinance of the city.

10.64.150 - Permit—Revocation.

A. A permit to engage in a parade or special event may be revoked by the city manager or chief of police, or the designee of either, if he/she finds that one or more of the following conditions exists:

1. Circumstances have changed to such a degree that one or more of the standards for Standards for issuance of permits in Section 10.64.090, or any other applicable provision of this chapter, are no longer satisfied.

2. The permit was obtained in a fraudulent manner or otherwise, a finding is made that information that was provided in the process of obtaining a permit was materially false.

3. The applicant fails, neglects or refuses to fulfill any of the conditions imposed upon the granting of the permit.

4. The applicant violates or attempts to violate any law of the state, or the provisions of this chapter, or any other law, ordinance or policy of the city.

5. There is an emergency or other circumstance that creates the need to prevent the parade or special event from occurring or continuing at the date, time, and place specified in the permit.

6. Any violation of this code, any other code adopted by this code, or any state law exists on the private location for which the parade or special event is to or is taking place.

7. Any fees, fines, or other amounts remain outstanding and owed to the city in connection with the parade or special event, inclusive of such amounts owned by vendor or sidewalk vendor that is part of the parade or special event permit.

B. Such revocation by the city manager or chief of police, or the designee of either, shall become effective immediately upon the date notice of the revocation order is mailed or otherwise provided to the holder of the permit. No parade or special event may take place until the city issues a new permit or the revocation is lifted.

10.64.160 - Violation—Penalty.

It is unlawful and a public nuisance to violate any provision of this chapter. Any violation of this chapter shall be a misdemeanor subject to the provisions set forth in Section 1.12.010 of this code, including, but not limited to, the imposition of any and all criminal and civil penalties set forth therein. Any violations of this chapter may also be enforced by any method or means authorized by this code or state law. The city may pursue any and all remedies to abate such nuisance in addition to, or in lieu of, any other remedy."

Section 3. Except as otherwise amended herein, the remainder of Title 10 (Vehicles and Traffic) of the City of Chino Municipal Code shall remain unchanged and in full force and effect.

Section 4. Severability. If any section, subsection, sentence, clause, paragraph, or phrase of this Ordinance or any part thereof is for any reason held to be invalid or otherwise unenforceable by any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have enacted each and every section, subsection, sentence, clause, paragraph, or phrase thereof, irrespective of any determination of validity.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

Section 6. Certification. The City Clerk of the City of Chino shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published and posted at the designated locations in the City of Chino.

ADOPTED, SIGNED, and APPROVED this 4th day of NOVEMBER, 2025.

_____
Eunice Ulloa, Mayor

ATTEST:

_____
Natalie Gonzaga, City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF CHINO)

I, Natalie Gonzaga, CITY CLERK OF THE CITY OF CHINO, CALIFORNIA, do hereby certify that the foregoing Ordinance No. _____ was duly and regularly adopted by the City Council of the City of Chino at a regular meeting held _____ day of _____, 2025, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
_
Natalie Gonzaga, City Clerk

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **LINDA REICH, CITY MANAGER**

SUBJECT

Acceptance of the Fiscal Year 2024 Emergency Management Performance Grant (EMPG).

RECOMMENDATION

Authorize the 1) acceptance of the Fiscal Year 2024 Emergency Management Performance Grant (EMPG) in the amount of $17,407; 2) appropriation of $17,407 to the General Fund with a corresponding increase to the General Fund grant revenue; and 3) City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Requires an appropriation of $17,407 to the General Fund with a corresponding increase to the grant revenue account. The Emergency Management Performance Grant program requires a 50/50 match from the sub-recipient. The required match from this grant will be in-kind use of the salary from the Police Department's Emergency Services Coordinator, who is responsible for the City's emergency management functions, for a total of $17,407.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue: 1004000-59500-G4262	Expenditure: 1004000-40010-G4262
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The purpose of the Emergency Management Performance Grant (EMPG) is to assist state and local governments in enhancing and sustaining all-hazards emergency management capabilities. These funds are awarded by the Federal Emergency Management Agency (FEMA) to each state. The State of California allows each county to determine how it will use or distribute the funds to support its jurisdiction. San Bernardino County distributes the funds it receives to the 24 cities and San Bernardino County Office of Emergency Services (OES). Each is allocated a $10,000 base, with the remainder of the grant distributed on per capita basis.

San Bernardino County OES required all participating jurisdictions to submit a project proposal explaining how the allocated funds would be spent. The OES Grant Unit then reviewed each proposal. After the projects were approved, jurisdictions are required to appropriate grant funds, directly purchase the items, and then request reimbursement. The EMPG also requires each sub-recipient to match the grant allocation either in-kind, dollar-for-dollar, or a combination of both.

The City of Chino has been awarded $17,407 for the Fiscal Year 2024 grant. Grant funds are required to be used to support comprehensive emergency management programs at the local level. Grant funds are required to be spent by May 31, 2026. Fiscal Year 2024 EMPG funds will be used to purchase equipment that will support emergency management operations such as a storage container that will serve as an additional supply cache of emergency supplies that the City will need in the event of a major emergency or disaster.

ISSUES/ANALYSIS

The City of Chino has been approved by the County of San Bernardino and the State of California to use up to $17,704 to purchase a storage container with use of EMPG funds. The required 50/50 match for this grant will be met in-kind using the salary of the Emergency Services Coordinator, who is responsible for the City's emergency management function.

Staff obtained quotes from several local vendors for a storage container and the amount quoted by the vendor was under the total project amount ($11,527.50). To utilize the remaining grant funds ($5,879.50), staff will need to modify the grant to reflect the difference and reallocate the remaining funds to a new project. Staff has already identified a new project to include purchase of two new laptops. This equipment will be assigned to the Emergency Services Coordinator and the Police Department's Community Relations Team to be able to use to document, produce, and release time-sensitive public information. Modification of the grant will require approval from the County of San Bernardino and the State of California and may take a few months to receive official approval.

It is recommended the City Council authorize the acceptance of the Fiscal Year 2024 Emergency Management Performance Grant (EMPG) in the amount of $17,407, authorize the appropriation of $17,407 to the General Fund with a corresponding increase to the General Fund grant revenue, and authorize the City Manager to execute all necessary documents on behalf of the City.

Attachments – FY24 EMPG Project Notification Letter
FY24 EMPG City of Chino Project Workbook
FY24 City of Chino Application Package

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Luther Snoke
Chief Executive Officer

Crisanta Gonzalez
Director

June 26, 2025

TO: **FISCAL YEAR 2024 (FY24) EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM SUBRECIPIENTS**

SUBJECT: **FY24 EMPG PROJECT APPROVAL NOTIFICATION**

This letter is to inform you that your city/town's application for the FY24 Emergency Management Performance Grant (EMPG) Program has been approved. Please consider this letter as an official authorization to proceed with your organization's FY24 EMPG project(s), on the condition additional approval(s) may be required before incurring additional costs (Environmental and Historic Preservation screening (EHP), Sole Source, etc.).

The performance period for the Operational Area's Grant is conducted from July 1, 2024, to June 30, 2026. In accordance with timelines required by the State of California and the Federal Emergency Management Agency (FEMA), we are requesting your organization reconcile all projects and submit final reports to the Office of Emergency Services (OES) Grants Administration Unit three months prior to the end of the grant to allow for closeout functions. All projects must be completed **on or before March 31, 2026.** Final documentation and reviews must be submitted **on or before April 10, 2026**.

All EMPG prerequisites to include deliverables, reports, and supporting documentation must be submitted to the OES Grants Administration Unit with the authorized agent's signature (wet blue ink).

Please adhere to the following procedures below:

1. Match: The EMPG grant requires a dollar-for-dollar cost share and can be fulfilled by utilizing non-federal dollars, via cash or in-kind match (in-kind must have prior approval, please see attached FY24 EMPG Match Guidance). When requesting reimbursement, both the cash match and in-kind match must be submitted with proper supporting documentation. See Attachment Q for requirements related to in-kind match.

2. Modifications: Any changes to the previously submitted project will require pre-approval from the State of California, prior to incurring any cost(s). The final modification is **due by December 31, 2025.**

3. Performance Reports: Track and report all cumulative project progress/status and submit quarterly reports timely. Quarterly Performance Reports are due on their respective dates. Please refer to your Subrecipient Application Workbook pg. 9-10, Attachment O, attached Performance Report and save the dates to your calendar.

4. Reimbursement Requests: Please submit copies of original invoices clearly outlining the grant item(s) purchased, proof of payment(s), SAM.gov verification, (two) sets of legible color photos (equip), (three) quotes/bids, payroll reports, and personnel activity reports.

For the complete list of requirements, please refer to the attached Grant Reimbursement Checklist (attached).

5. If purchasing equipment, contact Louie Camacho at Louie.Camacho@oes.sbcounty.gov and cc Gustavo Mendoza by February 27, 2026.

6. If you have a Training project, ensure you refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 4 and Section 6.

7. Procurement: Refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 6 and 2 C.F.R. Part 200 Subpart D – Procurement Standards. Please follow the most stringent policy procedures.

Directions and guidance have been provided for you with any additional grant information as outlined in the State and Federal guidelines. The FY24 EMPG Subrecipient Agreement and FY24 Application Workbook, have been previously completed and signed by your jurisdiction.
In addition, please be advised that acceptance of the FY24 EMPG grant funds make your jurisdiction subject to compliance with the FY24 EMPG Grant Assurances.

Please review the attached FY24 Emergency Management Performance Grant, Approved Project Worksheet for details and allocation amounts. If project modification(s) are required, please contact the OES Grants Administrative Unit.

Submit signed documents electronically to Gustavo Mendoza at gustavo.mendoza@oes.sbcounty.gov and mail the original with wet signature to:

San Bernardino Office of Emergency Services
Attn: Grants Administration Unit
1743 Miro Way.
Rialto, CA 92376-8630

Sincerely,

Crisanta Gonzalez,
Director,
Office of Emergency Services

CG:gm

cc: Grant Administration Unit

Attachments

SAN BERNARDINO COUNTY OPERATIONAL AREA

FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

APPROVED PROJECT WORKSHEET

City of Chino

#	Project	Description	AEL #	AEL Title/ Expenditure Category	Solution Area Sub-Category	Total Cost	Amount PAID by the Grant	Remaining Balance	Project Completion Deadline	Comments
B	**Equipment (1) Storage Container**	The City of Chino will use FY24 EMPG funds to purchase storage containers to enhance its emergency preparedness efforts and create a cache of emergency supplies. This cache may include supplies for mass care, sheltering, evacuation, and the Community Emergency Response Team (CERT). The storage container and other emergency storage containers will be located at the City of Chino Public Works Service Yard. Adding this container will allow the City to expand its supply cache, improving its ability to manage emergency response functions, including evacuation and sheltering. The storage container will allow the storage of items essential for mass care, evacuation, and CERT activities.	19MH-00-CONT	Containers, Storage	19 - CBRNE Logistical Support Equipment	$ 17,407	-	$ 17,407	3/31/2026	
* Please ensure that (3) vendor quotes are obtained on all equipment purchases. Verify that vendor(s) is not barred in SAM.gov prior to selecting the vendor.										
				Total Allocation		$ 17,407	-	17,407		

Equipment Approved 3/2025

Attachment A

County of San Bernardino
FY2024 Emergency Management Performance Grant Program
CFDA # 97.042

Subrecipient Agreement/Assurances
Grant No. 2024-0050

Name of Applicant: City of Chino (hereafter "Applicant" or "Subrecipient")
Address: 13220 Central Avenue
City: Chino State: CA Zip Code: 91710
Telephone Number: 909-334-3192 Fax Number: 909-334-3249
E-Mail Address: dschool@chinopd.org

***The Applicant becomes the Subrecipient after obtaining award authorization and approval of these assurances by both Applicant and the County of San Bernardino (hereafter "County") ***

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

Initials: LR

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Initials: LR

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension
As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas

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and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

Initials: LR

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits
For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records
The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest
The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management
False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

Initials: LR

12. Reporting - Accountability
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections
The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards
The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation
The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related
If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

Initials: LR

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects
For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited
The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act
The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS
The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad
The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)
DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

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24. Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplication of Benefits
Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act
The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status
The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974
The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, www.transportation.gov for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement
If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

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32. SAFECOM
If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001
The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags
The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the

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components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

39. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant:

Applicant: City of Chino - Chino Police Department

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Linda Reich

Title: City Manager Date: 3/21/2025

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the County. The undersigned is the appropriate contact for all notices and documents to be provided under this agreement.

San Bernardino County

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Crisanta Gonzalez

Title: Director Date: _____

FY2024 Emergency Management Performance Grant (EMPG)
CFDA 97.042

San Bernardino County Operational Area Subrecipient Application Workbook

Funding Provided by the
California Governor's Office of Emergency Services
(Cal OES)
through funding distributed by
The United States Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)

PROGRAM OVERVIEW

Eligibility

The County and the 24 Cities and Towns with Emergency Operations Centers (EOCs) who are active signatories on the County's Operational Area Coordinating Council (OACC) Agreement are eligible to receive Emergency Management Performance Grant (EMPG) funding.

The Fiscal Year 2024 (FY24) EMPG allocation for the San Bernardino County Operational Area is **$504,038.** The grant allows for a 5% allocation for Management and Administration.

Distribution of Funds

The EMPG funds are distributed to the 24 Cities and Towns (Subrecipients) and the County, as members of the San Bernardino County Operational Area (OA). Each subrecipient is allocated a $13,000 base, with the remainder of the grant distributed on a per capita basis to each eligible subrecipient. The per capita calculations are based on 2024 California Department of Finance Demographic Research Unit E-1 table which can be found at Estimates-E1 | Department of Finance (ca.gov).

Use of Funds

The purpose of the Fiscal Year 2024 (FY24) Emergency Management Performance Grant (EMPG) is to support comprehensive emergency management programs at the local level and to encourage the improvement of prevention, protection, mitigation, response, and recovery capabilities for all hazards. Funds provided under the EMPG program must be used to support local emergency management program activities that contribute to the State's Goals/Objectives, and San Bernardino County Operational Area's capability to prevent, prepare for, mitigate against, respond to and recover from emergencies and disasters, whether natural or man-made.

1st Application Deadline

To be considered for participation in the FY2024 EMPG Program, submit the completed application documents to the Grants Unit no later than 5:00 pm **Wednesday, November 27, 2024.**

2nd Application Deadline

Subrecipients who successfully submitted the 1st part of the application by the December 13th 2024 deadline, please complete and submit the remaining requested forms to the Grants Unit no later than 5:00 pm **Friday, February 28th 2025**.

Applications may be submitted electronically (with signatures) to gustavo.mendoza@oes.sbcounty.gov or mail physical copies to:

San Bernardino County Office of Emergency Services
Attn: Gus Mendoza
1743 Miro Way
Rialto, CA 92376-8630

Program Performance Period

The FY24 EMPG has a 24-month performance period (July 1, 2024 to June 30, 2026). In order to ensure that all funds are fully expended, subrecipients must complete all projects by **May 31, 2026.**

Minimum Eligibility Requirements

- Be a signatory to the Operational Area Coordinating Council (OACC) Agreement
- Have a designated Emergency Management Program Manager for oversight of subrecipient's program.
- Meet requirements of the grant program as detailed in the Notice of Funding Opportunity (NOFO) and the Cal OES State Supplement to the NOFO.
- Be able to meet the matching requirement of the grant. The grant requires a dollar-for-dollar match to receive funding. The match can be hard cash (equipment salary, benefits, etc.) or in kind (3rd party contribution must be pre-approved by Cal OES) or a combination thereof. Matching costs must be allowable under the grant program, must be associated with the grant project, and must be identified in the grant application of the subrecipient. Match certification is required from the subrecipient's Financial Officer (refer to 2 CFR 200.306 for specific details).
- Comply with grant monitoring and record retention requirements for property, programmatic and financial records in accordance with state and federal guidelines.
- Comply with all Federal Regulations as stated in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other Federal Regulations as follows: eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
    - *Administrative Requirements*: 2 CFR Part 200 Subparts A – D
    - *Cost Principles*: 2 CFR 200 Subpart E
    - *Single Audit Requirements*: 2 CFR Part 200 Subpart F
    - *Equal Opportunity Employer and Drug-Free Workplace Provisions*: 2 CFR 200, Appendix II, 28 CFR Part 83, and 41 U.S.C. § 701 et seq.
    - *Federal Funding and Transparency Reporting*: Federal Funding Accountability and Transparency Act of 2006 and 2 CFR §170.32

Requirements for Continuing Eligibility During the Grant Year

- Comply with the minimum eligibility requirements as stated above.
- Comply with all assurances and certifications submitted with the FY24 EMPG application and all program requirements.
- Maintain financial management systems that support subaward activities in accordance with 2 CFR § 200.302.
- Submit all subaward-related paperwork including: Performance Reports, Reimbursement Requests, Modification Requests, and Amendments by the identified due dates set forth to meet State and Federal grant deadlines. **Failure to submit Performance Reports may result in the de-obligation of grant funds.**
- Deobligate unexpended subaward funds to County Grants Unit after all work has been completed and reimbursements have been disbursed.
- Maintain property, programmatic, and financial records in accordance with the 2 CFR § 200.334 Subpart D - Retention Requirements for Records.
- Complete all EMPG requirements associated with federal and state objectives, including but not limited to, staff training and exercises.
- Comply with:
    - 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which supersedes all inconsistent provisions found in other administrative requirements, program manuals, handbooks, and other non-regulatory materials (see 2 CFR. 200.104). Code of Federal Regulations. Subrecipients are responsible for correcting audit findings, including returning of funds if required.

- FEMA Grant Programs Directorate (GPD) Policies.
- FY24 EMPG Program Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual.
- FY 2024 EMPG California Supplement to the NOFO, provided by Cal OES.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended audit requirements in 2 CFR 200 Subpart F - Audit Requirements.
- California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code – which provides the legal basis for Emergency Management activities in California.
- Government Code Section 8607 described in the Standardized Emergency Management System.

- Subrecipients are responsible for costs incurred to comply with FEMA's Environmental Planning and Historic Preservation (EHP) requirements. This includes, but is not limited to, California Historical Resources Information System (CHRIS) reports; when required, as per FEMA Grant Programs Directorate Information Bulletin No. 404.

MATCH REQUIREMENTS

The FY 2024 EMPG Program requires a dollar-for-dollar match, which can be in cash or in-kind. **(Attachment Q)**. To meet matching requirements, the subrecipient's contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations (refer to 2 C.F.R. 200.306 for details).

Example: If a project has an allocation of $15,000, then the Match is $15,000, the total project budget is $30,000. Documentation for allocation and match costs must be provided to receive full reimbursement.

I. Two Types of Match for EMPG
   A. Cash Match: (hard match) includes non-federal cash spent for project related costs during the performance period of the grant.
      1. Example: Using personnel costs from EMPG activity or equipment purchased for the EOC.
   B. In-kind Match: (soft match) includes, but is not limited to, the valuation of donated services or third-party contributions within the Performance Period. **Prior approval must be obtained by Cal OES. FEMA's approval may also be required.**
      1. Example: A CERT volunteer donates his/her time. The hours for services provided can be valued using an established rate of an equivalent classification that would normally provide the same services.
      2. For equipment market value, at the time of donation, the donated equipment may be counted towards the match (a fair market appraisal must be obtained by subrecipient).

II. **IMPORTANT: Federal funds cannot be matched with other Federal funds. For example, State Homeland Security Grant funds cannot be used to match EMPG funds.**

TRAINING REQUIREMENTS

All EMPG funded personnel (including those positions that are partially funded by EMPG), **as well as personnel whose salaries are used as a match**, **must** complete and have recorded

proof of the eleven (11) required National Incident Management System (NIMS) and FEMA Professional Development Trainings. Click this link to access IS Study Course list – Emergency Management Institute - Independent Study (IS) | Course List (fema.gov)

NIMS required training (any version):

- **IS 100**
- **IS 200**
- **IS 700**
- **IS 800**

FEMA Professional Development Series (PDS) required training:

- **IS120.c**
- **IS230.e**
- **IS235.c**
- **IS240.c**
- **IS241.c**
- **IS242.c**
- **IS244.b**

EXERCISE REQUIREMENTS

All EMPG-funded personnel, including M&A staff and any staff being used for the match requirement, must participate in no less than two exercises in the 24-month period of performance. Exercises must meet the following criteria:

- Link to one of the EMPG priorities as detailed in the grant guides and strategy goals.
- Participate on any level.
- Complete exercise requirement within the subrecipient performance period.

ELIGIBLE ACTIVITIES (see Attachment P – Homeland Security Strategy Goals)

Refer to the *FEMA Preparedness Grants Manual* for specific detail regarding eligible activities.

PLANNING

1. Planning efforts should span all five mission areas of the National Preparedness Goal. Activities should be linked to achieving goals and objectives outlined by Cal OES.

2. The EMPG Program Work Plan should provide a baseline for determining potential threats and hazards, required capabilities, required resources, and establish a framework for roles and responsibilities.

3. Planning efforts should demonstrate the engagement of the whole community in the development of a strategic, operational, and/or community-based approach to Preparedness.

4. Subrecipients using personnel costs for planning activities must comply with the training and professional development requirement stipulated above to qualify for EMPG funding and reimbursement. (11 NIMS & FEMA Courses and 2 exercises within 24-month period). ***Personnel whose salaries are used to meet the match requirement for Planning activities, must also comply with the training and professional development***

requirement.

ORGANIZATION

1. Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act,* (Public Law 93-288), as amended, (42 U.S.C. 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including hazard mitigations staffing of the State Hazard Mitigation Officer (SHMO) position, and staffing Community Emergency Response Team (CERT) and Citizen Corps positions at the state and local levels in order to promote whole community engagement in all phases of emergency management and across the mission areas.

2. Proposed staffing activities should be linked to achieving goals and objectives outlined by Cal OES **(Attachment P).**

3. Subrecipients planning to use personnel to do an Organization project must comply with the training and professional development requirement stipulated above to qualify for EMPG funding and reimbursement. (11 NIMS & FEMA Courses and 2 exercises within the 24-month period). ***Personnel whose salaries are used to meet the match requirement for Organization activities must also comply with the training and professional development requirement.***

4. Copies of FEMA NIMS/ICS Certificates and documentation proving completion of two exercises is due prior to requesting reimbursement.

EQUIPMENT

1. Allowable equipment categories for FY24 EMPG can be found at https://www.fema.gov/grants/guidance-tools/authorized-equipment-list. Check the *FEMA Related Grant Programs* and make sure the equipment is allowable under the Emergency Management Performance Grant. **Print a copy at time of application due to various changes in versions of the AEL list.**

2. The select allowable equipment includes equipment from the following AEL categories:
   - Personal Protective Equipment (Category 1)
   - Information Technology (Category 4)
   - Cyber Security Enhancement Equipment (Category 5)
   - Interoperable Communications Equipment (Category 6)
   - Detection Equipment (Category 7)
   - Power Equipment (Category 10)
   - CBRNE Reference Materials (Category 11)
   - CBRNE Incident Response Vehicles (Category 12)
   - Physical Security Enhancement Equipment (Category 14)
   - CBRNE Logistical Support Equipment (Category 19)
   - Other Authorized Equipment (Category 21)

   ➢ Subrecipients using FY24 EMPG Program funds to support emergency communication activities must comply with the FY2024 SAFECOM Guidance on Emergency Communication Grants. The SAFECOM guidance can be found at: FY 2024 SAFECOM Guidance on Emergency Communications Grants (cisa.gov)

- Subrecipients purchasing/installing equipment subject to the Environmental Planning and Historic Preservation (EHP) requirement must complete and submit the required FEMA EHP Screening Form to the OES Grants Unit for Cal OES and FEMA approval prior to the installation of equipment.
  Note: This includes any equipment being installed, which must be completed during the grant performance period. Installation of grant funded equipment prior to EHP approval will not be reimbursed.

- Certain types of Controlled Equipment, such as Unmanned Aerial Vehicles (drones) are allowable. All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with FEMA Policy #207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment. sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating grant funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use grant funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. DHS's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

  Additionally, the Senate Report accompanying the FY 2024 DHS Appropriations further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

  Note: Acquisition of the controlled equipment may NOT occur PRIOR to the subrecipient receiving a FEMA Grants Program Directorate (GPD) approval from their Cal OES EMPG Program Specialist, as well as satisfying all other controlled equipment associated requirements and certifications. Failure to comply may result in disallowance of costs, increased monitoring, and termination of subaward.

TRAINING

1. EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year IPP developed through an annual IPPW and build from training gaps identified in the THIRA/SPR and work plan development process. EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy.

The NIMS Training Program can be found at NIMS Implementation and Training. **A training feedback number must be requested 60 days prior to any training activities.**

2. Additional types of training or training related activities include, but are not limited to, the following:
    - Developing/enhancing systems to monitor training programs.
    - Conducting all hazards emergency management training.
    - Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses.
    - Attending other FEMA-approved emergency management training.
    - State-approved, locally-sponsored CERT training.
    - Mass evacuation training at local, state, and tribal levels.

3. Allowable training-related costs include the following (see NOFO and FEMA Preparedness Grants Manual for specific details):
    - Funds Used to Develop, Deliver, and Evaluate Training.
    - Overtime and Backfill.
    - Travel.
    - Hiring of Full or Part-Time Staff or Contractors/Consultants.
    - Certification/Recertification of Instructors.

EXERCISES

1. Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risks. Exercise priorities should align to a current, Multi-Year IPP developed through an annual IPPW. When applying FY 2024 EMPG Program funding to exercises, grant recipients and subrecipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS). Please see Section C of the FY 2024 EMPG Program NOFO for additional information on this requirement.

2. Allowable exercise-related costs include (see NOFO and FEMA Preparedness Grants Manual for specific details):
    - Funds Used to Design, Develop, Conduct and Evaluate an Exercise
    - Hiring of Full or Part-Time Staff or Contractors/Consultants
    - Overtime and Backfill
    - Travel
    - Supplies
    - Implementation of HSEEP

3. Outdoor exercises require a FEMA approved EHP prior to the exercise.

UNALLOWABLE COSTS

- Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002
    - Expenditures for firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed

- Costs associated with sworn public safety officers for the purposes of fulfilling traditional public activities
- Positions or items purchased to ***supplant*** appropriated funds
- Activities and projects unrelated to the EMPG Program
- Clothing used for everyday wear by EM employees

REMINDER ON SUPPLANTING

Grant funds must be used to "supplement" existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of any activity associated with this improper use of federal grant funds.

REPORTING REQUIREMENTS

On a quarterly basis (July – September, October – December, January – March, April – June) the sub-grantee will submit the following to the OES Grants Unit:

A Mandatory Quarterly Performance Report reflecting work accomplished according to the jurisdiction's narrative and work plan. The report should reflect how your project addressed the National Preparedness Goal (NPG). Report must also include status on FEMA's training and exercise requirements. Updated Performance Report Templates will be included in the Authorization to Spend packet.

MANDATORY Quarterly Report Schedule:

Year One:

1st Quarter *(7/1/24 – 9/30/24)*	N/A
2nd Quarter *(10/1/24 – 12/31/24)*	N/A
3rd Quarter *(1/1/25 – 3/31/25)*	Due no later than Friday, **March 31, 2025**
4th Quarter *(4/1/25 – 6/30/25)*	Due no later than Friday, **June 30, 2025**

Year Two:

5th Quarter *(7/1/25 – 9/30/25)*	Due no later than Monday, **September 30, 2025**
6th Quarter *(10/1/25 – 12/31/25)*	Due no later than Monday, **December 31, 2025**
7th Quarter *(1/1/26 – 3/31/26)*	Due no later than Monday, **March 31, 2026**
8th Quarter *(4/1/26 – 6/30/26)*	N/A

**Funding may be withheld if performance standards are not completed.*

As stated in the FY2024 Emergency Management Performance Grant – Subrecipient Assurances, ***"[Subrecipients] will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program."***

This includes the Federal Notice of Funding Opportunity (NOFO) and the California Supplement to the NOFO.

*Quarterly reporting on project status is mandatory. Funds **will** be de-obligated and returned to San Bernardino County OES **after two (2) missed Performance Report submittals in the first year of the Performance Period**. No allowances are permitted for missed Performance Report submittals in the second year of the performance period, and funds will be de-obligated by October 30, 2025 if the 5th quarter report is not received.*

Modifications

All project modifications and/or adjustments to quantities or costs must be pre-approved by Cal OES before funds are expended. Modification requests are allowable to one request per performance period, good through January 2, 2026. Exceptions may be granted on a case-by-case basis after a comprehensive review of the modification request form and the Project Narrative, accompanied by a well-documented justification for making the project change. If the modification pertains solely to adjustments in dollar amounts or quantities, a Project Narrative is not required. Please contact the Grants Unit for the necessary modification forms. *Do not expend funds on a modified project until approval notification is received.*

How to Apply

In order to apply and complete the FY24 EMPG funding, the following documents, forms, and remaining worksheets must be completed and submitted to the San Bernardino County OES Grants Unit by no later than 5:00 pm, Friday, February 28, 2025:

- Complete, sign and submit the below documents by the application deadline:
  - FY 2024 EMPG Subrecipient Agreement/Assurances **(Attachment A)**
  - FY 2024 EMPG Subrecipient Application Workbook Certification **(Attachment B)**
  - FY 2024 EMPG Application Certification **(Attachment C)**
  - FY 2024 EMPG Grant: Designation of Authorized Agents **(Attachment D)**
  - FY 2024 Match Certification **(Attachment E)**
  - FY 2024 Budget Summary **(Attachment F)**
  - FY 2024 Project Narratives and Workplan **(Attachment G)**
  - FY 2024 Detail Project Worksheets **(Attachment H1-6)**
  - FY 2024 Cal OES Certification Regarding Lobbying **(Attachment I)**
  - Grants Management Assessment Form **(Attachment J)**
  - Copy of jurisdiction's 2023 Single Audit or Annual Financial Report.
  - Copy of registration in SAM.gov with jurisdiction's Unique Entity Identifier (UEI#), formerly known as DUNS #.

Please submit the requested application documents via the following steps:

1. Email electronic versions of the application with Authorized Agent signatures to: gustavo.mendoza@oes.sbcounty.gov by **5 p.m. Friday, February 28, 2025**.
2. Original application documents with Authorized Agent signatures can be mailed to:

San Bernardino County Office of Emergency Services
Attn: Gus Mendoza
1743 Miro Way
Rialto, CA 92376-8630

Keep a copy of the full application for your records.

SAN BERNARDINO COUNTY EMPG PROGRAM CONTACTS

Gus Mendoza, Grants Unit Staff Analyst
E-mail: Gustavo.Mendoza@oes.sbcounty.gov
Phone: (909) 356-2511

Tina Sutera, Administrative Supervisor
E-mail: Tina.Sutera@oes.sbcounty.gov
Phone: (909) 356-3950

~ PROCEED TO CERTIFICATION AND ACKNOWLEDGEMENT ON PAGE 12 ~

SAN BERNARDINO COUNTY OPERATIONAL AREA

FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

Application Workbook Certification

I, Linda Reich as the Authorized Agent for City of Chino JURISDICTION, certify that our jurisdiction has read and acknowledges the Emergency Management Performance Grant (EMPG) Program guidelines specified in the document hereof.

Authorized Agent Signature — Date: 3/21/2025

Linda Reich
Print Name

Project Manager Signature — Date: 3/21/2025

Denise School
Print Name

Attachment C

SAN BERNARDINO COUNTY OPERATIONAL AREA
FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

APPLICATION CERTIFICATION

APPLICANT NAME (Jurisdiction & Address): City of Chino - 13220 Central Avenue, Chino, CA 91710	
REQUIREMENTS CHECKLIST: **To be *eligible* to apply for the FY24 EMPG you must:** ➢ Be a signatory to the OA OACC Agreement (all 24 cities/towns already meet the requirement). ➢ Must be able to meet EMPG grant matching requirements. **To *apply* for the FY24 EMPG, Complete and/or sign and submit all of the following documents:**	
Attachment A	Subrecipient Agreement/Assurances
Attachment B	Subrecipient Application Workbook
Attachment C	Application Certification *(this page)*
Attachment D	Grant Designation of Authorized Agents
Attachment E	Match Certification Form
Attachment F	Budget Summary Form
Attachment G	Project Narrative and Work Plan (Projects must align with **Cal OES Strategy Goals** – Attachment **P**)
Attachments H 1-6	Project Worksheets - for each Category requested to be funded
Attachment I	Cal OES Certification Regarding Lobbying
Attachment J	Cal OES Subrecipient Grants Management Assessment
Attachment K	FFATA – Financial Disclosure

In addition to the above documents, please submit the following:

Fiscal Year 2023 Single Audit - If Federal Expenditures are less than $750,000 in the last year, please submit the latest Comprehensive Annual Financial Report (CAFR).
Copy of SAM.gov Registration – Jurisdiction must have an active Unique Entity Identifier number (UEI#), formerly DUNS number. Please print out a copy of the registration verification and submit with the application packet.

CERTIFICATION: This application, together with the attachments constitutes the annual work pan for the Emergency Management Program of the applicant listed above. The undersigned certifies that all grant requirements have been met and agree to exert their best efforts to accomplish all activities listed in the Work Plan and Progress Reports.
Denise School  3/21/2025
Name of Emergency Manager or Authorized Official *Signature* *Date*

Attachment D

SAN BERNARDINO COUNTY OPERATIONAL AREA
FY2024 EMPG
DESIGNATION OF AUTHORIZED AGENTS

APPLICANT NAME (Jurisdiction): City of Chino
Employer Identification Number (EIN): 95-0930239
UEI Number (Formerly DUNS): RGVNGHJR3NV5

EMERGENCY MANAGEMENT PROGRAM MANAGER	
NAME	Denise School
Mailing Address	5450 Guardian Way, Chino, CA 91710
Phone Number	(909) 334-3192
Fax Number	(909) 334-3249
E-mail Address	dschool@chinopd.org

FINANCIAL OFFICER	
NAME	Kim Sao
Mailing Address	13220 Central Avenue, Chino, CA 91710
Phone Number	(909) 334-3354
Fax Number	
E-mail Address	ksao@cityofchino.org

AUTHORIZED SIGNATORY #1	
NAME	Dr. Linda Reich
Title	City Manager
Mailing Address	13220 Central Avenue, Chino, CA 91710
Phone Number	(909) 334-3491
Fax Number	
E-mail Address	lreich@cityofchino.org
Signature	

AUTHORIZED SIGNATORY #2	
NAME	Kevin Mensen
Title	Chief of Police
Official Mailing Address	5450 Guardian Way, Chino, CA 91710
Daytime Phone Number	(909) 334-3093
Fax Number	(909) 334-3249
E-mail Address	kmensen@chinopd.org
Signature	

Attachment E

SAN BERNARDINO OPERATIONAL AREA

FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

MATCH CERTIFICATION

I, Kim Sao, Financial Officer for City of Chino – Chino Police Department, certify that our jurisdiction will meet the 50/50 match requirement as defined* in the Emergency Management Performance Grant Guidance.

Linda Reich — 3/21/2025

Authorized Official Name & Signature — Date

Kim Sao — 3/21/25

Financial Officer Name & Signature — Date

***The grant is awarded on a dollar-for-dollar match basis. This means that the jurisdiction is required to contribute the same amount of hard (Cash) or in-kind (Services) match as a minimum to the amount of the funding received from the FY2024 EMPG Grant. Please see page 4 of the Application Workbook *(Attachment B)* or the FY2024 EMPG Match Guidance *(Attachment Q)* for additional match information.**

Attachment F

FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

BUDGET SUMMARY

Expense Type	Requested Amount
EQUIPMENT Expenses **(complete ATTACHMENT H-1 & ATTACHMENT G, submit with application)**	**$17,407**
EXERCISE Expenses **(complete ATTACHMENT H-2 & ATTACHMENT G, submit with application)** *****Complete Personnel/Contractor Expenses Sheet if necessary (ATTACHMENT H-6)**	**$**
TRAINING Expenses **(complete ATTACHMENT H-3 & ATTACHMENT G, submit with application)** *****Complete Personnel/Contractor Expenses Sheet if necessary (ATTACHMENT H-6)**	**$**
ORGANIZATION Expenses **(complete ATTACHMENT H-4, & ATTACHMENT G, submit with application)** *****Complete Personnel/**Contractor **Expenses (complete ATTACHMENT H-6)**	**$**
PLANNING Expenses **(complete ATTACHMENT H-5, & ATTACHMENT G, submit with application)** *****Complete PERSONNEL/CONSULTANT Expenses Sheet (ATTACHMENT H-6)**	**$**
Total Emergency Management Budget (a)	**$**
FUNDING AVAILABLE TO MEET DOLLAR FOR DOLLAR MATCH (b) ~ see Attachment E for Match Certification	**$17,407**
TOTAL EMPG ESTIMATED EXPENSES (a + b)	**$34,814**

Prepared By:

Denise School		3/21/25
Print Name	*Signature*	*Date*

City of Chino

Chino, California

Single Audit Reports

For the year ended June 30, 2023

City of Chino
Single Audit Reports
For the year ended June 30, 2023

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BADAWI & ASSOCIATES
Certified Public Accountants

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Honorable Mayor and Members of the City Council
of the City of Chino
Chino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Chino, California (City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated January 25, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control as described in the accompanying schedule of findings and questioned costs as items 2023-001 and 2023-002 that we consider to be significant deficiencies.

Address: 2855 Telegraph Avenue, Suite 312 Berkeley, CA 94705 • Phone: 510.768.8251 • Fax: 510.768.8249

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Badawi & Associates

Badawi & Associates, CPAs
Berkeley, California
January 25, 2024

REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Honorable Mayor and Members of the City Council
of the City of Chino
Chino, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Chino, California (City)'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 25, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Badawi & Associates

Badawi & Associates, CPAs
Berkeley, California
March 27, 2024, except for the Schedule of Expenditures of Federal Awards, which is as of January 25, 2024

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City of Chino
Schedule of Expenditures of Federal Awards
For the year ended June 30, 2023

Federal Grantor/Pass-Through Grantor Program Title	Federal Assistance Listing Number	Agency or Pass-Through Number	Federal Expenditures	Subrecipient Expenditures
U.S. Department of Transportation:				
Passed through California Office of Traffic Safety				
State and Community Highway Safety	20.600	N/A	$ 77,753	$ -
Passed through California Office of Traffic Safety				
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	N/A	71,153	-
Passed through San Bernardino County Fire District				
Emergency Management Performance Grants	97.042	EMW-2020-EP-0000	20,094	-
Total U.S. Department of Transportation			169,000	-
U.S. Department of Housing and Urban Development:				
Direct Program				
Community Development Block Grants/Entitlement Grants	14.218	N/A	1,045,294	123,517
Total U.S. Department of Housing and Urban Development			1,045,294	123,517
U.S. Department of Homeland Security				
Passed through CAL-OES				
Homeland Security Grant Program	97.067	CAL OES/SBCFD	24,975	-
Total U.S. Department of Homeland Security			24,975	-
U.S. Department of Treasury				
Direct Program				
Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	3,091,801	-
Total U.S. Department of Treasury			3,091,801	-
U.S. Department of Justice				
Direct Program				
Equitable Sharing Program	16.922	N/A	294,423	-
Total U.S. Department of Justice			294,423	-
Total Expenditures of Federal Awards			$ 4,625,493	$ 123,517

See accompanying Notes to Schedule of Expenditures of Federal Awards.

A. Reporting Entity

The accompanying schedule presents only the expenditures incurred (and related awards received) by the City of Chino (City) that are reimbursable under programs of federal agencies providing financial assistance. For the purpose of this schedule, financial assistance includes both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City from a non-federal agency or other organization. Only the portion of the program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

B. Basis of Accounting

Funds received under the various grant programs have been recorded within the general, special revenue, and capital projects funds of the City. The City utilizes the modified accrual basis of accounting for the general, special revenue, and capital projects funds. Expenditures of federal awards reported on the Schedule of Expenditures of Federal Awards (Schedule) are recognized when incurred.

C. Relationship of Schedule of Expenditures of Federal Awards to Financial Statements

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies as well as federal financial assistance passed through the State of California is included in the Schedule.

The Schedule was prepared only from the accounts of various grant programs and, therefore, does not present the financial position or results of operations of the City.

D. Pass-Through Entities' Identifying Number

When federal awards were received from a pass-through entity, the Schedule shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City determined that no identifying number is assigned for the program, or the City was unable to obtain an identifying number from the pass-through entity.

E. Indirect Costs

The City did not elect to use the 10% de minimis indirect cost rate.

City of Chino
Schedule of Findings and Questioned Costs
For the year ended June 30, 2023

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Types of auditors' report issued on whether financial statements audited were prepared in accordance with GAAP	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	Yes
Any noncompliance material to the financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None noted
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 200.516(a)?	No

Identification of major programs:

Assistance Listing Number(s)	Name of Federal Program or Cluster	Expenditures
21.027	Coronavirus State and Local Fiscal Recovery Funds	3,091,801
14.218	CDBG Entitlement Grant Cluster	1,045,294
	Total Expenditures of All Major Federal Programs	$ 4,137,095
	Total Expenditures of Federal Awards	$ 4,625,493
	Percentage of Total Expenditures of Federal Awards	89%

Dollar threshold used to distinguish between type A and type B program	$750,000
Auditee qualified as low-risk auditee under section 200.520?	Yes

SECTION II – CURRENT YEAR FINDINGS

A. Financial Statement Audit

2023-001– Ability of the City to continue as a going concern (Significant Deficiency)

Criteria:

The City's general fund should maintain adequate fund balance reserve to meet required operating obligations. GFOA recommends that General purpose local governments, regardless of size, at a minimum should maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating expenditures.

Condition:

As of June 30, 2023, the City's unrestricted fund balance in the General Fund was $13,274,421, while the total expenditure was $82,553,134. The ability of the City to continue as a going concern and meet required operating obligations is dependent on the City's ability to develop and implement a plan that will successfully increase revenues and cash flows, and/or reduce expenditures.

Cause:

The City did not accumulate fund balance sufficient to meet required operating obligations.

Context and Effect:

This may require significant cost cutting measures and/or increase revenue sources.

Recommendation:

We recommend the City continue to analyze all potential cost cutting measures and/or increase its revenues sources to be able to meet operating obligation.

Management Response:

The City declared a Fiscal Emergency in November 2023 and is placing a 1% Sales Tax increase on the March 2024 ballot. This measure is expected to bring in $28million additional revenues to the general fund.

The current voting for the Measure V has a 60% approval rate (Yes) and a 40% opposition rate (No). Based on this data, it is highly likely that Measure V will pass.

SECTION II – CURRENT YEAR FINDINGS, CONTINUED

2023-002–Deficit net position in the Internal Service Funds (Significant Deficiency)

Criteria:

The City is responsible for the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud

Condition:

As of June 30, 2023, the City's Employee Benefit Internal Service Fund and the Liability Insurance Internal Service Fund reported a deficit net position of $38 million and $6.3 million, respectively.

Cause:

The City's internal controls did not identify that the Internal Service Funds charges to the General Fund and the other funds were not sufficient to cover expenses incurred.

Context and Effect:

The expenditures/expenses in the General Fund and the other funds were understated, thereby overstating fund balance/net position for those funds.

Recommendation:

We recommend the City enhance its internal control and closely monitor the Internal Service Funds' net positions and come up with a plan to recoup the deficit net position.

Management Response:

The City's finance and budget team are closely monitoring and ensuring that the Internal Service Funds charge sufficient amounts to General Fund and other funds, covering their respective expenditures.

B. Federal Award Program Audit

No current year federal award program audit findings.

SECTION III- PRIOR YEAR FINDINGS

A. Financial Statement Audit

No prior year financial statement findings.

B. Federal Award Program Audit

No prior year federal award program audit findings.

SAM.GOV®

CITY OF CHINO

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
RGVNGHJR3NV5	**5J2F5**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**May 2, 2025**	
Physical Address	Mailing Address	
13220 Central AVE **Chino, California 91710-4127** **United States**	**5450 Guardian WAY** **Chino, California 91710-4127** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**City Of Chino**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 35	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 6, 2024	**May 2, 2024**	**Jun 10, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 28, 1910	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City
Local Government Owned

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**5J2F5**

Points of Contact

Electronic Business

RIA MEDINA	**5450 Guardian WAY** **Chino, California 91710** **United States**
ROB BURNS	13220 Central Avenue Chino, California 91710 United States

Government Business

RIA MEDINA	**5450 Guardian WAY** **Chino, California 91710** **United States**
ROB BURNS	13220 Central Avenue Chino, California 91710 United States

Past Performance

KEVIN MENSEN	**5450 Guardian WAY** **Chino, California 91710** **United States**
KEVIN MENSEN	5450 Guardian WAY Chino, California 91710 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

Attachment G

FY24 EMPG
Project Narrative and Work Plan

NOTE: Complete a separate Project Narrative and Work Plan for each proposed project

Applicant (Jurisdiction's Name): City of Chino
Project Title: ***Emergency Supply Cache Storage***
AEL No(s).: 19MH-00-CONT
State Strategy Goal and Objective Supported by the Project: Enhance Community Preparedness

Indicate the State Priority Supported by the Project (Select All That Apply):

☐	1.	Information Management	☐	6.	Emergency Responder Credentialing
X	2.	Care and Sheltering	☐	7.	Planning
☐	3.	Alert and Warning	☐	8.	Exercises
☐	4.	Special Needs	☐	9.	Regional Catastrophic Planning
X	5.	Mass Evacuation	☐	10.	COOP and COG Planning

***Please answer the following questions*:**

1. Provide a brief description (maximum 2 paragraphs) of the proposed project and how it supports the State priority.

   To support its emergency preparedness efforts, the City of Chino would like to purchase a storage container to create a cache of emergency supplies. This could include supplies for mass care and shelter, evacuation, and Community Emergency Response Team (CERT). The storage container would be kept at the City of Chino Public Works Service Yard along with the City's other emergency storage containers. Having an additional storage container will allow the City to expand its cache of emergency supplies to support its various response functions including emergency evacuation and sheltering. The storage container project will support State Priorities #2 Care and Sheltering and #5 Mass Evacuation as the items stored in the container will be for mass care, evacuation, and CERT.

2. Provide a detailed description on how you plan to manage your proposed project.

   The project will be managed by the City of Chino's Emergency Services Coordinator. Upon notification of the award approval, the Emergency Services Coordinator will ask the Chino City Council to authorize appropriation of the award amount from unappropriated reserves of the General Fund and establish a project revenue and expenditure budget for the project. Following Council approval, the storage container will be purchased and request for reimbursement will be submitted to San Bernardino County Office of Emergency Services.

3. Provide a detailed description on how you plan to meet and account for the required dollar for dollar cost-match of the proposed project.

   The City of Chino will account for the 50/50 cost-match of with an in-kind match, utilizing the salary of the full-time Emergency Services Coordinator. The primary duty of the Emergency Services Coordinator is to serve as the City's Emergency Manager. A Personnel Activity Report will be submitted with the reimbursement request detailing the weekly activities of this employee.

4. Provide a performance timeline for your proposed project. Make sure that the timeline you are proposing is "reasonable". List three to four milestones for your project and when you expect to achieve them during the grant Period of Performance.

   1. Upon notification of award, obtain quotes and submit staff report for City Council acceptance and approval of award (July/August 2025)

FY24 EMPG
Project Narrative and Work Plan

2. Purchase storage container and have equipment tagged by San Bernardino County Office of Emergency Services
3. Seek reimbursement from San Bernardino County Office of Emergency Services

5. Training Data Table (Indicate date course was taken by employee. Attach copy of certification). **Important Note to Remember: Program funded personnel and personnel providing a salary match, must complete the required courses listed below from July 1, 2024 through June 30, 2026 *prior* to requesting grant reimbursement.**

	NIMS REQUIRED COURSES				
EMPG Funded Employee Name	IS 100	IS 200	IS 700	IS 800	Aligned to Multi-Year Training (Yes or No)
Denise School	8/4/15	8/5/15	8/5/15	8/6/15	Yes

	FEMA PROFESSIONAL DEVELOPMENT SERIES							
EMPG Funded Employee Name	IS 120.c	IS 230.e	IS 235.c	IS 240.c	IS 241.c	IS 242.c	IS 244.b	Aligned to Multi-Year Training (Yes or No)
Denise School	5/2/18	8/11/21	4/21/16	2/9/22	2/9/22	2/9/22	4/21/16	Yes

FY24 EMPG
Project Narrative and Work Plan

6. Exercise Requirement (indicates the name of the exercise, location, and date the subrecipient plans to attend or host the event). **Important Note to Remember: To qualify for 2024 EMPG grant funding, the program funded personnel, as well as personnel providing salary match, must participate in at least two (2) exercises from July 1, 2024 to June 30, 2026 (24-month period). Response to real world events will not fulfill exercise requirements.**

EMPG Funded Employee Name	Name of Exercise	Name of Host and Location	Discussion-Based Exercise (Seminar, Workshop, TTX or Game)	Operations-Based Exercise (Drill, Functional, Full-Scale)	Exercise Date				AAR & IP Will Be Submitted
					1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
Denise School	West End EOC Academy EOC Exercise	City of Ontario | Ontario, CA		Functional		10/8/24			No
Denise School	California mass Care 2024 Tabletop Exercise Mutual Aid Region 1 & 6	Cal OES | Virtual	TTX			11/13/24			No

Please check the appropriate box:

□ Our agency currently has spending authority for the requested funds.

X Our agency does not currently have spending authority for the requested funds. Please explain below: Upon notification of the award approval, the Emergency Services Coordinator will ask the Chino City Council to authorize the appropriation of the award amount from unappropriated reserves of the General Fund and establish a project revenue and expenditure budget for the project.

Attachment B

SAN BERNARDINO COUNTY
OFFICE OF EMERGENCY SERVICES
FY 2024 EMPG PROPOSED EQUIPMENT PROJECT

Jurisdiction Name: City of Chino
Point of Contact: Denise School
Department or Division: Police - Emergency Services
Address: 5450 Guardian Way, Chino, CA 91710
E-mail Address: dschool@chinopd.org
Phone Number: 909-334-3192
Date Submitted: 11/21/2024

****Must Complete Attachment A: Project Narrative for each project listed here.****

No.	Equipment Description	Portable or Handheld	Installation Required	QTY	AEL #	AEL Title	Solution Area Sub-Category	EHP	FBI	Safecom Guidance	EOC Project	Sole Source	Project Cost	NPG Mission Area	NPG Core Capabilities	Cal OES 2024 Strategy Goals and Number
A	Emergency Supply Cache Storage	NO	NO	1	19MH-00-CONT	Containers, Storage	CBRNE Logistical Support Equipment	NO	NO	NO	YES	YES	$17,407	Response	Planning	Goal 5: Enhance Community Preparedness
												Total	17407			

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Initials LR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: City of Chino

Signature of Authorized Agent: [signature]

Printed Name of Authorized Agent: Linda Reich

Title: City Manager Date: 3/25/2025

Initials LR

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: City of Chino	**UEI #** RGVNGHJR3NV5	**FIPS #:** 071-13210
Grant Disaster/Program Title: Emergency Management Performance Grant (EMPG)		
Performance Period: 07/01/24 **to** 06/30/26	**Subaward Amount Requested:** $ 17,407	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grant
4. What is the approximate total dollar amount of all grants your organization receives?	$ 9,656,791
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:** 03/21/25
Print Name and Title: Linda Reich, City Manager	**Phone Number:** (909) 334-3491
Cal OES Staff Only: SUBAWARD #	

United Rentals

SALE QUOTE

BRANCH AJ8
5088 EDISON AVE
CHINO CA 91710-5715
909-428-7428
909-590-0526 FAX

252913192

Customer #	: 6143879
Quote Date	: 09/11/25
UR Job Loc	: 5450 GUARDIAN WAY, C
UR Job #	: 8
Customer Job ID:	
P.O. #	: TBD
Ordered By	: DENISE SCHOOL
Written By	: GERARDO REYES
Salesperson	: GERARDO REYES

CHINO POLICE DEPARTMENT
5450 GUARDIAN WAY
CHINO CA 91710-1210

Office: 909-591-9819

CITY OF CHINO
13220 CENTRAL AVE FL 2
CHINO CA 91710-4127

This is not an invoice
Please do not pay from this document

Qty	Equipment #		Price	Amount
1	9210180	CC: 921-0180	10500.00	10500.00

CONTAINER 8X40X8'6"
$4500 USED 40FT CONTAINER WWT (FREE PAINT)
$2525 38LF SHELVING (1 SIDE)
$2100 4 LIGHTS AND ELECTRICAL
$1375 7FT ROLL UP DOOR (SUB CARGO DOORS)

DELIVERY CHARGE 100.00

Sub-total:	10600.00
Tax:	927.50
Total:	11527.50

CONTACT: DENISE SCHOOL
CELL#: 909-573-4754

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT https://www.unitedrentals.com/legal/sale-agreement AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **KEVIN MENSEN, CHIEF OF POLICE**

SUBJECT

2024-2025 State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant.

RECOMMENDATION

1) Authorize the acceptance of the 2024-2025 Office of Traffic Safety STEP Grant in the amount of $210,000; 2) appropriate $210,000 to the General Fund; 3) increase the general fund revenue grant budget by $210,000; and 4) authorize the City Manager or designee to execute all necessary documents related to this grant on behalf of the City.

FISCAL IMPACT

Appropriate $210,000 to the General Fund with a corresponding increase to the grant revenue. The requested appropriation is fully offset by grant revenue and no local matching funds are requested. The three grant numbers are G4263 in the amount of $140,000, G426A in the amount of $45,000, and G426B in the amount of $25,000, totaling $210,000. These federal funds are passed through the State of California, therefore will be placed on the Schedule of Expenditures of Federal Awards (SEFA).

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue: 1004000-59500-G4263/G426A/G426B	Expenditure: 1004000-40010-G4263/G426A/G426B
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Chino Police Department has been awarded the "2024-2025 Selective Traffic Enforcement Program (STEP) Grant" in the amount of $210,000 from the State of California - Office of Traffic Safety. The grant period is October 1, 2025, through September 30, 2026, and will cover the cost of conducting DUI checkpoints, DUI saturation patrols, traffic enforcement, distracted driving, motorcycle safety, night-time Click-It-Or-Ticket operations, along with pedestrian and bicycle enforcement. Additionally, the grant allows for travel expenses for training and other direct costs related to DUI checkpoint supplies.

The federal funds allocated through the state in the amount of $210,000 will be allotted from three different state tracking numbers and the CFDA numbers are as follows: CFDA 20.608 $140,000-City grant #G4263, CFDA 20.600 $45,000-City grant #G426A and CFDA 20.616 $25,000-City grant #G426B.

ISSUES/ANALYSIS

The Chino Police Department will be able to conduct a total of six sobriety checkpoints, 12 traffic enforcement operations, 12 Distracted Driving enforcement, and 29 DUI saturation patrols with the grant funding made available. The State of California Office of Traffic Safety will reimburse the City of Chino for overtime expenditures, travel expenses and other direct costs up to $210,000 to conduct the operations authorized under the STEP Grant.

Attachment: PT26016 Grant Agreement

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Chino

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Chino Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $210,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Alex Courtney
TITLE: Corporal
EMAIL: acourtney@chinopd.org
PHONE: (909) 334-3170
ADDRESS: 5450 Guardian Way
Chino, CA 91710

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Linda Reich
TITLE: City Manager
EMAIL: lreich@cityofchino.org
PHONE: (909) 334-3491
ADDRESS: 13220 Central Avenue
Chino, CA 91710

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Ria Medina
TITLE: Management Analyst
EMAIL: rmedina@chinopd.org
PHONE: (909) 334-3062
ADDRESS: 5450 Guardian Way
Chino, CA 91710

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: RGVNGHJR3NV5 REGISTERED ADDRESS: 5450 Guardian WAY CITY: Chino ZIP+4: 91710-4127

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	$25,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	$45,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	$140,000.00
				AGREEMENT TOTAL		**$210,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$210,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$210,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
Chino is a city in the western end of San Bernardino County, California, with Los Angeles County to its west and Orange County to its south in the Southern California region. The city of Chino offers access to international shipping ports, large fulfillment centers, private and international airports, and access to major freeways.

Chino's surroundings have long been a center of agriculture and dairy farming, providing milk products in Southern California and much of the southwestern United States. Chino's agricultural history dates back to the Spanish land grant forming Rancho Santa Ana del Chino. The area specialized in fruit orchards, row crops, and dairy. Chino is bounded by Chino Hills and Los Angeles County to the west, Pomona to the northwest, unincorporated San Bernardino County (near Montclair) to the north, including the unincorporated community of Narod, Ontario to the northeast, Eastvale to the southeast in Riverside County and Orange County to the southwest. It is easily accessible via the Chino Valley (71) and Pomona (60) freeways. The population was 91,403 at the 2020 census and is expected to reach 135,000-140,000 by year 2040. The daily commuting traffic inflow brings approximately 6,800-7,500 additional people into the city. With this increase in buildings and dwellings comes a significant increase in the residential population and daily commuters that travel through the city.

Two of our neighboring cities, Ontario and Eastvale, were also former dairy preserve areas. The southwest corner of Ontario, which borders the east side of our city, is building a master-planned community that will eventually bring 47,000 homes along with many commercial and retail properties. The population within the coming years is expected to exceed 160,000 residents. We are already experiencing increased traffic through our city as commuters from neighboring cities pass through Chino to the nearby highways. Eastvale continues to grow at nearly the same rate as Chino. Like the Ontario commuters, Eastvale residents also use our roadways during their commute to avoid traffic congestion on the freeway. This growth has demanded the re-engineering of roadways, and there is more development planned in the future. Many of these improvements have been finished, but with the steady growth comes continuing change. The Traffic Services Unit of the Chino Police Department is dedicated to maintaining a safe environment for drivers, bicyclists, and pedestrians as we deal with roadway congestion and increased traffic. Unfortunately, the steady growth of Chino has increased faster than the staffing of new officers. Officers are responsible for a constantly increasing number of residents, daily traffic, and crashes. These challenges have spread our police resources thin and have increased the need for additional enforcement.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
The city continues to experience a variety of traffic problems and a variety of primary crash factors. Unsafe speed continues to be the overwhelming cause of most of our injury crashes. The Police Department continuously receives many citizen complaints about speeding vehicles throughout the city. We regularly deploy traffic data collectors (stealth devices that capture speed, volume, and times of traffic) in response to citizen complaints. We are identifying an ever-increasing amount of speed violations on residential and collector streets that have not seen crashes to the degree of other locations. Using the data collected, we can efficiently deploy officers and other resources to the area for awareness and enforcement. To supplement our officers, we have deployed portable message devices (speed display boards), which, in most cases, have positively impacted driving habits and reduced speeds. These devices are most effective when left at a location for at least one month or more. These portable message devices help calm speeds while simultaneously collecting traffic data.

Right-of-way violations and unsafe turning movements are also top causes of injury crashes. We intend to maintain our enforcement efforts in the areas that experience a high frequency of injury crashes by deploying officers and resources to the areas that statistically experience these types of traffic crashes.

The number of persons killed in crashes in 2024 decreased by 23% from 3 to 2. The number of persons injured in crashes increased by 9.3% from 332 to 366. The number of persons injured in DUI-related crashes decreased by 35.7% from 38 to 28. We intend to focus our enforcement efforts in areas where driving under the influence of alcohol and or drugs was a contributing factor.

The Chino Police Department has prioritized enforcing and prosecuting all impaired drivers and continues to ensure our officers are properly trained in DUI enforcement. This training has extended beyond the police department walls, and has been brought to the San Bernardino County District Attorney's Office where qualified members of the Chino police department spend two days with new Assistant District Attorneys teaching them multiple aspects of a DUI investigation, from inception to booking of offenders. The conclusion of the two-day instruction ends with a graded mock trial supervised by sitting Judges, Commissioners, and District Attorney Supervisors. This block of instruction was compiled, formatted, and presented by Chino Police Department Motors, in their efforts to establish a more fluid working relationship with the District Attorneys Office. This instruction was well received, and, as a result, a standing formal invitation has been extended to the Chino Police Department for future presentations at the San Bernardino County District Attorney's Office training seminars.

We have prioritized the 40-hour DUI workshop as a core course and are actively working with the Training Unit to ensure every officer has the qualified DUI training to guide them through their daily contacts. This is a week-long course by Cavanaugh and Associates, where officers learn Standardized Field Sobriety Tests (SFSTs), DUI report writing, and courtroom testimony. This course has included subject matter for Advanced Roadside Impaired Driver Enforcement (ARIDE) and has been approved by POST as an SFST/ARIDE course. It should be noted that ARIDE is now covered by Cavanaugh and Associates. This dedication to DUI training has led to creating more officer confidence/knowledge which translates directly into a more comprehensible and prosecutable case.

Prior grant funding has afforded us the time and staffing to conduct DUI/DL checkpoints. The checkpoints are a great tool we use to enforce DUI-related laws and to educate drivers on the dangers of DUI driving. The Chino Police Department will continue to work towards minimizing DUI crashes in our city and remain dedicated to detecting and enforcing DUI drivers. DUI checkpoints have been an excellent public education campaign and tool to identify DUI drivers before a crash occurs. Our community provides overwhelmingly positive feedback to our social media posts announcing the checkpoints and their results. We have successfully filled many vacant Police Officer positions in the last year, allowing us to staff our checkpoints better. In several instances, we have successfully created traffic flow patterns that allow for multi-lane driver contact/assessment, thus having a greater community impact, compared to single lane contact.

Our community continues to experience DUI-related crashes that occur on less-traveled roadways and neighborhood streets. Often, the offenders are headed home and involved in crashes while near their residences. We believe that these offenders purposely avoid main thoroughfares and would likely not be identified by a DUI checkpoint, which is why DUI saturation patrols are so beneficial to our city. In fact, DUI Saturation patrols often identify impaired driving at a greater rate than a static DUI checkpoint.

Since the onset of the COVID-19 Pandemic, cycling popularity has grown worldwide, especially in the City of Chino. With the ever-improving city infrastructure and community buildout fueled by inclusivity, cycling has become one of the primary modes of transportation for commuting, delivery work, road riding, group riding, all of which span all age groups, from young to old. Moreover, the city of Chino has been very engaged with the cycling community and has been a fundamental force behind the inception and building of shared bicycle pathways and lanes throughout the cityscape. However, with the ever-growing technology behind bicycles, specifically E-bicycles and E-scooters, the Chino Police Department has seen a drastic rise in the injuries sustained and the frequency at which the injuries are occurring. We have found that a large majority of the E-bicycle and E-scooter crashes are due to riders having no knowledge of the rules of the road, the lack of safety equipment, multiple riders on a singular device, and simple unfamiliarity with the E-bicycle or E-scooter. The Chino Police Department has also seen the rise in the popularity of E-Motorcycles on city

streets. Similar to E-bicycle and E-scooter popularity, the E-Motorcycle popularity seemed to have emerged as a third alternative to the E-bicycle and E-scooter. However, the use and legal requirements are very dissimilar. The Chino Police Department has learned, both through interaction with other city Departments and monitoring social media (to include our SeeClickFix App), that E-Motorcycles have been vandalizing city parks and public spaces while performing stunts comprised of reckless behavior. The Chino Police Department has found that to enforce E-bicycle, E-scooter, and E-Motorcycle laws successfully and safely, the more officers present during an operation the less of an opportunity the rider will have to try and flee from patrolling officers.

Define the target population the grant intends to serve and how they are affected by the problem(s).
This grant will serve both the residents of the city of Chino as well as the motoring public that use and navigate our roadways on a daily basis. The Chino Police Department has been fortunate enough to have our enforcement efforts bolstered by Grant Funding, specifically by OTS in years past, and have found that with the collaborative efforts with OTS, and allied partnerships developed because of OTS, we are able to effectively and efficiently identify emerging trends that compromise public and traffic safety. The residents of the city Chino and the motoring public who traverse our city's highways and city streets are equally affected by traffic related issues. Moreover, traffic is perhaps one of the most glaring and obvious quality of life issues that everyone in a cityscape endures. "Traffic" is the number one quality of life issue that affects the residents of chino and the motoring public. There constant drive and need for our city to continue its' development, from a rural farming community, to a community that welcomes contemporary industrial business as well as providing residency to our ever growing population. Obviously, transportation to navigate this evolution is a necessity. Whether on foot, in a bus, on a bicycle, or in a motor vehicle, the evolution of transportation combined with current city growth provides opportunities for law enforcement to engage with the community to identify trends and formulate solutions and countermeasures to enhance public and traffic safety.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed	12

Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	6
9. Conduct DUI Saturation Patrol operation(s).	29
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	12
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	12
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	4
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements</u>

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant

coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.

- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDL-26	20.616	Distracted Driving Laws	$25,000.00
402PT-26	20.600	State and Community Highway Safety	$45,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$140,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$13,500.00	6	$81,000.00
DUI Saturation Patrols	164AL-26	$2,000.00	29	$58,000.00
Traffic Enforcement	402PT-26	$2,000.00	12	$24,000.00
Motorcycle Safety Enforcement	402PT-26	$2,000.00	4	$8,000.00
Pedestrian and Bicycle Enforcement	402PT-26	$2,000.00	4	$8,000.00
Distracted Driving Enforcement	405e DDL-26	$2,083.33	12	$25,000.00
Category Sub-Total				$204,000.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$5,000.00	1	$5,000.00
				$0.00
Category Sub-Total				$5,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$1,000.00	1	$1,000.00
Category Sub-Total				$1,000.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$210,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

MEMORANDUM
CITY OF CHINO
POLICE DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **KEVIN MENSEN, CHIEF OF POLICE**

SUBJECT

2024-25 State of California Office of Traffic Safety Motorcycle Safety Education and Training Program Grant.

RECOMMENDATION

1) Authorize the acceptance of the 2024-25 Office of Traffic Safety Motorcyclist Safety Education and Training Program Grants combined for a total amount of $18,200; 2) appropriate $18,200 to the General Fund grant G4264 with a corresponding increase to the grant revenue; and 3) authorize the City Manager or designee to execute all necessary documents related to this grant on behalf of the City.

FISCAL IMPACT

Appropriate $18,200 to the General Fund grant G4264 with a corresponding increase to the grant revenue. The requested appropriation is fully offset by grant revenue and no local matching funds are requested.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Public Service Excellence through Internal and External Partnerships

Revenue: 1004000-59500-G4264	Expenditure: 1004000-40010-G4264
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Chino Police Department has been awarded the "2024-25 Motorcyclist Safety Education and Training Program" in the amount of $18,200 from the State of California - Office of Traffic Safety. The grant period is October 1, 2025, through September 30, 2026, and will cover the cost of hands-on motorcyclist safety courses, community outreach and public awareness campaigns, educational presentations, and workshops. Additionally, the grant covers the cost of training and campaign supplies.

The state funding of $18,200 will be allotted to the federal tracking number CFDA 20.616 - City Grant #G4264.

ISSUES/ANALYSIS

Throughout the grant year, the Chino Police Department will be able to conduct free motorcycle safety and training courses for the public, participate in traffic safety fairs and/or community events, and send officers to advanced motorcycle training. The State of California Office of Traffic Safety will reimburse the City of Chino for overtime expenditures, travel expenses, and other direct costs up to $18,200 to conduct the operations authorized under the Motorcyclist Safety Educations and Training Program grants.

Attachment: MC26002 Grant Agreement

1. GRANT TITLE
Motorcyclist Safety Education and Training Program

2. NAME OF AGENCY
Chino

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Chino Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving motorcycles. The funded strategies may include hands-on motorcyclist safety courses, motorcyclist helmet usage training, classroom education, community outreach and public awareness campaigns, educational presentations, and workshops. These countermeasures should be conducted in communities with a high number of motorcycle related crashes.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $18,200.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Alex Courtney
TITLE: Corporal
EMAIL: acourtney@chinopd.org
PHONE: (909) 334-3170
ADDRESS: 5450 Guardian Way
Chino, CA 91710

_____ _____
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Linda Reich
TITLE: City Manager
EMAIL: lreich@cityofchino.org
PHONE: (909) 334-3491
ADDRESS: 13220 Central Avenue
Chino, CA 91710

_____ _____
(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Ria Medina
TITLE: Management Analyst
EMAIL: rmedina@chinopd.org
PHONE: (909) 334-3062
ADDRESS: 5450 Guardian Way
Chino, CA 91710

_____ _____
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

_____ _____
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	**9. SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: RGVNGHJR3NV5 REGISTERED ADDRESS: 5450 Guardian WAY CITY: Chino ZIP+4: 91710-4127

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405f MC-26	20.616	0521-0890-101	2025	04/25	BA/25	$18,200.00

		AGREEMENT TOTAL **$18,200.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.		AMOUNT ENCUMBERED BY THIS DOCUMENT **$18,200.00** PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$18,200.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
Chino is a city in the western end of San Bernardino County, California, with Los Angeles County to its west and Orange County to its south in the Southern California region. The city of Chino offers access to international shipping ports, large fulfillment centers, private and international airports, and access to major freeways.

Chino's surroundings have long been a center of agriculture and dairy farming, providing milk products in Southern California and much of the southwestern United States. Chino's agricultural history dates back to the Spanish land grant forming Rancho Santa Ana Del Chino. The area specialized in fruit orchards, row crops, and dairy. The population was 91,403 at the 2020 census and is expected to reach 135,000-140,000 by year 2040. The daily commuting traffic inflow brings approximately 6,800-7,500 additional people into the city. With this increase in buildings and dwellings comes a significant increase in the residential population and daily commuters that travel through the city.

Two of our neighboring cities, Ontario and Eastvale, were also former dairy preserve areas. The southwest corner of Ontario, which borders the east side of our city, is building a master-planned community that will eventually bring 47,000 homes along with many commercial and retail properties. The population within the coming years is expected to exceed 160,000 residents. We are already experiencing increased traffic through our city as commuters from neighboring cities pass through Chino to the nearby highways. Eastvale continues to grow at nearly the same rate as Chino. Like the Ontario commuters, Eastvale residents also use our roadways during their commute to avoid traffic congestion on the freeway. This growth has demanded the re-engineering of roadways, and there is more development planned in the future. Many of these improvements have been finished, but with the steady growth comes continuing change. The Traffic Services Unit of the Chino Police Department is dedicated to maintaining a safe environment for drivers, bicyclists, and pedestrians as we deal with roadway congestion and increased traffic. Unfortunately, the steady growth of Chino has increased faster than the staffing of new officers. Officers are responsible for a constantly increasing number of residents, daily traffic, and crashes. These challenges have spread our police resources thin and have increased the need for additional enforcement.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Chino has seen an increase in motorcycle traffic in the last few years. It is uncertain if it is because of the fuel prices, traffic congestion or for lower vehicle payments. We have found, with the crash investigations we have conducted, many of the riders we encounter are not properly trained or endorsed for motorcycle riding. Many of the crashes involve riders who recently purchased their motorcycles, or even borrowed a friend’s motorcycle. From 2016-2020, there were only four fatal crashes that involved a motorcyclist. That amounted to one in seven. In calendar year 2021 and 2022 the city had a total of eight fatal crashes and five of them were motorcyclists. Three of the five crashes involved a motorcyclist hitting a parked vehicle or fixed object and one additional crash where the rider panicked and laid the bike down to avoid a crash before impacting a very slow-moving vehicle. Thankfully, calendar year 2024 had a significant downturn in motorcycle fatalities with zero.

There were several other motorcycle crashes where the rider suffered severe injuries, but the mechanism of injury or advanced medical care prevented fatalities. Many of these crashes were from inexperienced riders that did not use good judgement or were unable to effectively avoid an avoidable crash. One such a crash involved a rider on a motorcycle who did not apply proper braking techniques and lost control of the motorcycle. Thankfully he did not parish in the crash.

Based on real world statistics in the city of Chino, and the positive response to the implementation of the Motorcycle Safety Classes offered to willing participants as part of last year's Motorcycle Safety Grant

funding 2023-2024), it is evident that the citizens would benefit from the instruction that can be provided by trained officers. A curriculum that can offer experiences and statistics, coupled with practical riding training to improve not only the abilities of the rider, but their mindset as well.

The Chino Police Department has seen a recent uptick in the number of motorcycle traffic crashes. It is obvious that the state of California is known best for its' great weather, more specifically, great motorcycle riding weather. In fact, the highways and roadways that traverse the city of Chino are commonly used by motorcyclists on a daily basis throughout the year. There is a distinct difference in the crash rates between motorcycles and motor vehicles, and when broken down, it is evident the target measures to address the crash rates are directly related to the top three primary crash factors (PCF) that the Chino Police Department has identified: unsafe speed, improper turning, and right of way violations. These three primary crash factors serve as the framework for our Motorcycle Safety Presentations that we have implemented with our collaborative efforts with OTS currently, and in the past.

During the last Motorcycle Safety Grant Year (2023-2024), while participating in Motorcycle Safety Presentations and Training Days, it was evident, during my interaction with the class participants, that, generally, it was a common practice to register for a Motorcycle Training Class, which is comprised of approximately 5- hours of instruction and 10- hours of riding to obtain a motorcycle license. And after receiving the motorcycle license, no additional efforts were made to improve rider safety. The Chino Police Department's position during our Motorcycle Safety Presentations and Training Days is to promote life-long learners, and encourage motorcycle enthusiasts to attend and refer our Motorcycle Safety Presentations and Training Days to other motorcycle enthusiasts, regardless of skill level. Responsible, informed, and skilled motorcycle riders not only contribute to and promote traffic and public safety, but also contribute to the responsibility we all have to the overall safety of everyone within our transportation sphere.

Define the target population the grant intends to serve and how they are affected by the problem(s).
This grant will serve both the residents of the city of Chino as well as the motoring public that use and navigate our roadways on a daily basis. The Chino Police Department has been fortunate enough to have our enforcement efforts bolstered by Grant Funding, specifically by OTS in years past, and have found that with the collaborative efforts with OTS, and allied partnerships developed because of OTS, we are able to effectively and efficiently identify emerging trends that compromise public and traffic safety. The residents of the city Chino and the motoring public who traverse our city's highways and city streets are equally affected by traffic related issues. Moreover, traffic is perhaps one of the most glaring and obvious quality of life issues that everyone in a cityscape endures. "Traffic" is the number one quality of life issue that affects the residents of chino and the motoring public. There constant drive and need for our city to continue its' development, from a rural farming community, to a community that welcomes contemporary industrial business as well as providing residency to our ever growing population. Obviously, transportation to navigate this evolution is a necessity. Whether on foot, on a horse, in a bus, on a bicycle, or in a motor vehicle, the evolution of transportation combined with current city growth provides opportunities for law enforcement to engage with the community to identify trends and formulate solutions and countermeasures to enhance public and traffic safety.

As the number of people interested in motorcycle operation and use continue to grow, motorcycle traffic crash statistics should still serve as a reminder to all about the importance of prioritizing roadway safety; and roadway safety begins with the implementation of foundational knowledge and good safety instruction provided by the Chino Police Department in collaboration with OTS.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of motorcyclists killed in traffic crashes.
4. Reduce the number of motorcyclists injured in traffic crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to	1

your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
2. Conduct free to the public motorcyclist safety and training courses throughout the grant year.	4
3. Update and maintain Department website and/or Social Media platforms to further promote motorcyclist safety to the public and to promote educational goals of safe motorcycle riding.	4
4. Participate in Motorcycle Safety Month in May.	1
5. Conduct motorcyclist safety and road sharing presentations at appropriate venues or community events.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 or more (including tax and shipping) must comply with Buy America.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

The department will continue to work on creating media opportunities throughout the grant period to educate the public by providing general information related to grant related activities.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405f MC-26	20.616	Motorcyclist Safety Grants	$18,200.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
Motorcyclist Training Instruction	405f MC-26	$4,365.00	4	$17,460.00
Motorcyclist Safety Presentation	405f MC-26	$370.00	2	$740.00
Category Sub-Total				$18,200.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$18,200.00**

BUDGET NARRATIVE
PERSONNEL COSTS Motorcyclist Training Instruction - Overtime for grant funded Motorcyclist safety education classes conducted by appropriate department personnel.
Motorcyclist Safety Presentation - Overtime for grant funded traffic safety education at fairs and/or community events conducted by appropriate department personnel.
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Approval of Amendment No. 1 to Professional Services Agreement with Brightlife Designs, LLC.

RECOMMENDATION

Approve Amendment No. 1 to the Professional Services Agreement with Brightlife Designs, LLC (Contract 2025-088) for the addition of holiday light installation and removal services for City-maintained trees, in the amount of $26,425, for a total contract amount of $156,353.50 per fiscal years FY 2025-26 through FY 2028-29; and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

There are sufficient funds in the FY2025-26 Operating Budget for Fund 360 Landscape and Lighting.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3607210-43580
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Each year, beginning in late fall, Public Works Park staff are responsible for installing holiday lighting on approximately fifty-three (53) City-maintained trees along Central Avenue, between Chino Avenue and C Street, as well as around City Hall in preparation for the winter holiday season. This task typically begins in early November, which takes approximately four staff members four (4) weeks to ensure timely completion prior to holiday events and festivities.

Historically, this work has required the allocation of four Public Works Park staff members at a time and involves the use of ladders, boom truck operations, and the implementation of appropriate traffic control measures. Once the holidays are over, staff removes the holiday lighting, taking approximately three (3) weeks to complete.

While this annual effort contributes significantly to the community's festive atmosphere and enhances the appearance of City facilities, it also places a considerable strain on existing staffing resources. The Public Works park team is already responsible for a broad range of daily operational duties including but not limited to park maintenance, park equipment replacements and repairs, irrigation, and emergency response calls. The additional demand of the holiday lighting wrapping results in the redirection of staff away from essential maintenance tasks, leading to service delays and potential lapses in routine operations.

ISSUES/ANALYSIS

As a result of increased maintenance demands, as well as maintaining regular service levels, contracting out the installation and removal of holiday lights on City-maintained trees contracting out the installation and removal of holiday lights on City-maintained trees has become a necessary measure. Utilizing a specialized vendor will allow for a more efficient, timely, and professionally executed installation, while enabling City staff to remain focused on core responsibilities and uninterrupted service delivery throughout the holiday season.

Staff recommends that the City Council approve Amendment No. 1 to the professional services agreement with Brightlife Designs, LLC for the addition of holiday light installation and removal services for City maintained trees in the amount of $26,425 for a total contract amount not to exceed $156,353.50 per fiscal year from FY 2025-26 through 2028-29.

Attachment: Amendment No. 1 – Brightlife Designs, LLC

Project Name/No.: Rental of a City Hall Holiday Tree, Lighting, and Decorations **Contract No.: 2025-088 (A1)**

Project Manager: PW / K. Martinez **Approved: _____**

AMENDMENT NO. 1

TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES ("Amendment") by and between the CITY OF CHINO, a California municipal corporation ("City") and BRIGHTLIFE DESIGNS, LLC, a California limited liability company ("Consultant") is effective as of the 1st day of July, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 16th, 2024 ("Agreement") whereby Consultant agreed to provide the Rental of a City Hall Holiday Tree, Lighting, and Decoration services.

B. City and Consultant now desire to amend the Agreement to add to the scope of work, extend the term of the agreement, and increase compensation for provision of an additional fiscal year (2025-2026) of services.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) The scope of services provided in "Exhibit A" of the Agreement is amended to include the additional scope of services described in "Exhibit A-2", attached hereto.

(b) Section 2.1, Contract Sum, is hereby revised and shall read in its entirety as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C-2" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Fifty-Six Thousand Three Hundred Fifty-Three Dollars and Fifty Cents ($156,353.50)** for services rendered per each fiscal year, for a total contract amount not-to-exceed **Seven Hundred Fifty-Five Thousand, Three Hundred Forty-Two Dollars and Fifty Cents ($755,342.50)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

(c) Section 3.4, Term, is hereby revised and shall read in its entirety as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2029, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

_____

Linda Reich, City Manager

ATTEST:

_____

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____

Hye Jin Lee, P.E., Director of Public Works

CONSULTANT:
BRIGHTLIFE DESIGNS, LLC

By:_____

Name: Joe Castro
Title: Owner

By:_____

Name: Will Gugerty
Title: Business Development Manager

Address:16351 Gothard Street, Ste C
Huntington Beach, CA 92647

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A-2"

SCOPE OF SERVICES

Installation & Removal:

Rental - Installation and Removal of Brightlife Designs Warm White Brown Cord Coxial Lights on approximately Fifty-Three (53) Trees surrounding Chino City Hall. Trees vary in size from small, medium, and large. Focus areas include City Hall inner/outer lawns, Medians on Central Avenue between C Street and Chino Avenue.

Large Trees - Approximately Thirty-Six (36) Large Trees to be wrapped.
Trees will be wrapped approximately Twelve - Fifteen feet up. Some major limbs may be wrapped on applicable trees. Approximately Twelve (12) strands used per tree. Price per tree $575.

Medium Trees - Approximately Seven (7) Medium Trees to be wrapped.
Trees will be wrapped approximately Ten - Twelve feet up. Some major limbs may be wrapped on applicable trees. Approximately Eight (8) strands used per tree. Price per tree $425.

Small Trees - Approximately Ten (10) Small Trees to be wrapped.
Trees will be wrapped approximately Eight - Ten feet up. Some major limbs may be wrapped on applicable trees. Approximately Four (4) strands used per tree. Price per tree $275.


Chino City Hall
Chino City Clerk


Central Ave
Central Ave
Central Ave
Central Ave

EXHIBIT "C-2"

SCHEDULE OF COMPENSATION

OPTION D – 48' TREE RENTAL							
Ref #	**Item Description**	**Qty.**	**Year 1 (FY2024-25)**	**Year 2 (FY2025-26)**	**Year 3 (FY2026-27)**	**Year 4 (FY2027-28)**	**Year 5 (FY2028-29)**
1	48' tall artificial pine-type tree installed with lighting and ornaments decorations (Gold, Silver, Red, and Green)	1	$ 73,650.00	$ 73,650.00	$ 73,650.00	$ 73,650.00	$ 73,650.00
2	Install a 5' pre-lit star tree topper	1	$ 503.50	$ 503.50	$ 503.50	$ 503.50	$ 503.50
3	17'x17' Ornament walk-through (Photo Op)	1	$ 11,500.00	$ 11,500.00	$ 11,500.00	$ 11,500.00	$ 11,500.00
4	10' Snowflake (Photo Op) or similar size display	1	$ 7,850.00	$ 7,850.00	$ 7,850.00	$ 7,850.00	$ 7,850.00
5	10' Reindeer (Photo Op) or similar size display	2	$ 19,700.00	$ 19,700.00	$ 19,700.00	$ 19,700.00	$ 19,700.00
6	8' Stand behind photo frame (Photo Op) or similar size display	2	$ 9,130.00	$ 9,130.00	$ 9,130.00	$ 9,130.00	$ 9,130.00
7	14 Lighted garland and bow on all City Hall lawn light poles	14	$ 7,595.00	$ 7,595.00	$ 7,595.00	$ 7,595.00	$ 7,595.00
8	Installation & Removal of Lights to Various City Trees surrounding Chino City Hall. (Includes Large - Small Trees)	53	$ 0.00	$ 26,425.00	$ 26,425.00	$ 26,425.00	$ 26,425.00
		TOTAL 1-8	**$ 129,928.50**	**$ 156,353.50**	**$ 156,353.50**	**$ 156,353.50**	**$ 156,353.50**

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS**

SUBJECT

Subdivision Improvement Agreement Parcel Map No. 20174 – East End LLC.

RECOMMENDATION

1) Approve Parcel Map No. 20174; 2) approve a Subdivision Improvement Agreement with East End LLC for Parcel Map No. 20174; and 3) authorize the City Manager to execute all the necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City. Construction and cost of off-site improvements are the responsibility of the property owner.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Public Service Excellence Through Internal and External Partnerships

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Project PL20-0004 (Site Approval) and PL20-0005 (Tentative Parcel Map No. 20174) involve the construction of three industrial buildings, totaling approximately 63,900 square feet, in a proposed subdivision of 3.95 gross acres of land into three parcels for each of the three proposed industrial buildings. The projects are located at the northwest corner of Philadelphia Street and East End Avenue as depicted in Exhibit A. The subject property is currently vacant land that was previously within the City's Sphere of Influence, prior to its recent annexation through the East End Annexation from unincorporated San Bernardino County.

The Engineering Conditions of Approval (COA) for this development require public improvements, including but not limited to: the widening of Philadelphia Street and East End Avenue along the project frontage; construction of new sidewalks, curb and gutter, ADA-compliant curb ramps and crosswalks, and new streetlights; removal of two existing storm drain inlets and replacement with catch basins connected to the existing storm drain system; and installation of new traffic signals to provide a fully signalized intersection. To guarantee the completion of these public improvements, the developer is required to enter into a Subdivision Improvement Agreement (SIA) and obtain the necessary securities for the improvements. The final engineering for these projects is substantially complete and the applicant is desiring to pull building permits for this development soon.

ISSUES/ANALYSIS

The requirements made at the time of project approval have been met by the execution of the SIA for Parcel Map No. 20174 and by posting the necessary securities to guarantee the construction of public improvements conditioned for this development. The City Attorney reviewed and approved the SIA and respective securities, which are attached as Exhibit B.

Attachments: Exhibit A – Location Map Parcel Map No. 20174
Exhibit B – Subdivision Improvement Agreement



Exhibit A - Vicinity Map

PL20-0004 (SA) & PL20-0005 (PM 20174)



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

EAST END LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

EAST END LLC

Agreement Date: November 4, 2025

Subdivider Name: East End LLC

Subdivision Description: Approval to subdivide 3.59 acres of land into three parcels and construct three (3) light industrial warehouse facilities with office space, totaling approximately 60,000 square feet. The site is located at the northwest corner of Philadelphia Street and East End Avenue on Assessor's Parcel Number (APN) 1013-521-04. The project also includes annexation of approximately 56.87 acres, including the 3.59-acre project site, from San Bernardino County to the City of Chino and would include a zone change from San Bernardino County zoning designations Regional Industrial (IR), Community Industrial (IC), and SingleFamily Residential (RS-20M) to City of Chino zoning designations Light Industrial (M1) and General Industrial (M2); this is referred to as the East End Annexation.

Tentative Map No.: PM 20174

Estimated Total Cost of Improvements: $1,340,800.00

Estimated Total Cost of Monumentation: $6,000 **(**based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Bond No.: _____

Surety: _____

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	East End LLC c/o Michael Preet Niijar 4900 Santa Anita Ave #2C El Monte, CA 91731 Cell: (626) 258-3374 michael@iceberginvestments.com ryan@goldenmgtinc.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 4th day of November 2025, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and East End, a California Limited Liability Company (Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative Parcel Map No. 20174, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Parcel Map No. 20174 for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $1,340,800.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Parcel Map No. 20174 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $1,340.800.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $670,400.00 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $6,000 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $134,100.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 or 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subdivider's failure to timely complete construction of the Works of Improvement;

(c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____
Hye Jin Lee, P.E.
Director of Public Works

EAST END LLC

By:_____
Its: Authorized Agent
Michael Brown

CITY OF CHINO

_____
Dr. Linda Reich, City Manager

Date:_____

ATTEST:

By: _____
Natalie Gonzaga, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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EXHIBIT “A”

LOCATION MAP



Exhibit A - Vicinity Map

PL20-0004 (SA) & PL20-0005 (PM 20174)



EXHIBIT "B"

TENTATIVE PARCEL MAP NO. 20174 WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

H. A street lighting system (City-owned) in accordance with City Standards.

I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

L. Street signs at intersections per the City Standards.

M. Installation of approved landscaping (plants and materials).

N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

CITY OF CHINO ENGINEERING
APPROVED

BY: Daniel Aguirre DATE: 3/24/2025
PROJECT #: PM20174LD.ECE01

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 325.00	$ -
223	CY	AC Pavement Removal	$ 100.00	$ 22,300.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
34331	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ 34,331.00
753	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 19,578.00
	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ -
	LF	PCC Curb Only	$ 20.00	$ -
138	LF	8" A.C. Berm	$ 20.00	$ 2,760.00
	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ -
1973	SF	4" PCC Sidewalk	$ 5.80	$ 11,443.40
	SF	6" PCC Thick Drive Approach on 6" AB	$ 12.50	$ -
1790	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ 26,850.00
206	LF	2" x 6" Redwood Header	$ 7.50	$ 1,545.00
	EA	Street Sign and Post	$ 475.00	$ -
	EA	Traffic Sign and Post	$ 400.00	$ -
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
60	TON	AC Variable - <300T, 2" Overlay	$ 130.00	$ 7,800.00
923	TON	5" AC Variable - >300T	$ 120.00	$ 110,809.00
	TON	CAB Variable - <300T	$ 100.00	$ -
917	TON	6" CAB Variable - >300T	$ 90.00	$ 82,530.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
1	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 950.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
2	EA	Adjust Gas Valve to Grade	$ 525.00	$ 1,050.00
2	EA	Street Light (City Owner)	$ 7,700.00	$ 15,400.00
1	EA	Electrical Pedestal	$ 6,500.00	$ 6,500.00
2	EA	Lot Monument Setting Fee	$ 550.00	$ 1,100.00
	LF	Sawcut A.C.	$ 3.00	$ -
	LF	Sawcut Concrete	$ 3.00	$ -
4950	SF	Cold Plane A.C. 2" Thick	$ 0.28	$ 1,386.00
	LF	Signing & Striping for		
1530		Arterial	$ 19.00	$ 29,070.00
		Collector	$ 13.00	$ -
		Local	$ 7.00	$ -
1	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ 350,000.00
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
6692	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ 100,380.00
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 500,000.00	$ -
	SF	Track Crossing (Concrete)	$ 175.00	$ -
	SF	Approach	$ 4.00	$ -
3	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 12,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
82	SF	Detectable truncated domes surfacing	$ 20.00	$ 1,640.00
2	EA	Exist. Fire hydrant/blowoff to be relocated behind curb	$ 3,000.00	$ 6,000.00
2	EA	Monumentation Preservation	$ 1,500.00	$ 3,000.00
71	SF	Local depression for curb inlet catch basin	$ 15.00	$ 1,065.00
STREETS				
		STREET SUBTOTAL		$ 849,487.40
1	LS	Mobilzation (5% of Construction Cost)	5%	$ 42,474.37
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 42,474.37
1	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 42,474.37
1	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 42,474.37
		GRAND TOTAL STREETS ONLY		**$ 1,019,384.88**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
14	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ 1,240.00
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
3	EA	2" Water Service/Meter	$ 4,500.00	$ 13,500.00

WATER				
		WATER SUBTOTAL		$ 14,740.00
1	LS	Mobilzation (5% of Construction Cost)	5%	$ 737.00
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 737.00
		GRAND TOTAL WATER ONLY		**$ 16,214.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ -
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
3	EA	Sewer Saddle	$450.00	$ 1,350.00
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
3	EA	Sewer Cleanout	$1,800.00	$ 5,400.00
140	LF	6" Installed, including excavation, bedding, backfill and pavement restoration	$ 84.00	$ 11,760.00

SEWER				
		SEWER SUBTOTAL		$ 18,510.00
1	LS	Mobilization (5% of Construction Cost)	5%	$ 925.50
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 925.50
		GRAND TOTAL SEWER ONLY		**$ 20,361.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
1	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ 8,850.00
	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ -
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
1	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ 9,950.00
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
47	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ 9,400.00
66	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ 15,840.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 560.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 625.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 690.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 765.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 830.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 920.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,075.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
11	LF	Remove conflicting portions of existing pipe and existing inlet structure	$ 100.00	$ 1,100.00
1	EA	Concrete collar	$ 2,000.00	$ 2,000.00
	SF	Utility trench	$ 15.00	$ -
2	EA	Adjust manhole to grade	$ 950.00	$ 1,900.00
STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 49,040.00
1	LS	Mobilization (5% of Construction Cost)	5%	$ 2,452.00
1	LS	Traffic Control (5% of Construction Cost)	5%	$ 2,452.00
		GRAND TOTAL STORM DRAIN ONLY		**$ 53,944.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 1,019,384.88
		GRAND TOTAL WATER ONLY		$ 16,214.00
		GRAND TOTAL RECYCLED WATER ONLY		$ -
		GRAND TOTAL SEWER ONLY		$ 20,361.00
		GRAND TOTAL STORM DRAIN ONLY		$ 53,944.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 1,109,903.88

PROJECT ADDITIVES		*Project Contingencies*	10%	*$ 110,990.39*
		Construction Staking	3%	*$ 33,297.12*
		Soils Testing	1%	*$ 11,099.04*
		Material Testing	1%	*$ 11,099.04*
		Construction Inspection	4.8%	*$ 53,275.39*
		Contract Administration	1%	*$ 11,099.04*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$ 1,340,763.89*

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: PM 20174

LOCATION : NW Corner of Philadelphia St and East End Ave

By: Huitt-Zollars, Inc.

DATE: 2/28/2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

BY ENGINEER

Prepared By: David White

R.C.E. Number: 52921

Expiration: 12/31/26



Place R.C.E. Stamp and Signature Here (required)

BY CITY

Faithful Performance Bond (100% of Construction Cost)	**$**	**1,340,800.00**
Labor & Material Bond (50% of Construction Cost)	**$**	**670,400.00**
Warranty Bond (10% of Construction Cost)	**$**	**134,100.00**

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

PARCEL MAP NO. 20174 (PL20-0005)

DATE: July 6, 2023 PC MEETING DATE: July 19, 2023

PROJECT DESCRIPTION: Three concrete tilt-up buildings (warehouse/manufacturing) on 3.95 AC.

PROJECT LOCATION: NWC East End Avenue & Philadelphia Street

APPLICANT: Lankershim Industrial, Inc. PROJECT ENGINEER: Isidro Abreo

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PRIOR TO THE FOUR MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS, INCLUDING THE CONSTRUCTION DRAWINGS.

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a soils/geology report in accordance with Appendix J of the California Building Code, latest edition to the project engineer for review and approval.

1.3 Make the following dedications:

Street Name	Distance	Direction From C/L
East End Avenue	52-ft	West
Philadelphia Street	52-ft	North

1.3a Dedicate to the City a corner cutoff dedication at the northwest corner of East End Ave. and Philadelphia St., per City Municipal Code.

1.3b Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.4 Provide and record a reciprocal use agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.

1.5 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations concerning various facilities, including, but not limited to, right-of-way landscaping, private driveways, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

1.6 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.7. All security must be accessible to the City at any time and in a form acceptable to the City Engineer, pursuant to Government Code, Section 66499.

Reviewed/Approved By: JP Date: 7/12/13

1.7 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.8 Complete and file the petition for annexation of your project property to the City's Landscape and Street Lighting Maintenance District MD 2002-1.

1.9 Comply with all applicable requirements of the City Municipal Code.

1.10 Provide a Pedestrian Accessibility Plan that labels and indicates the path location and conceptual design of the following structures and facilities:

a. Sidewalks and walks (public right of way sidewalk, walks within the development);
b. Curb ramps should be directional with one curb ramp provided for each pedestrian crossing and shall comply with the City's Policy of Accessible Pedestrian Facilities:
    i. NWC East End Ave & Philadelphia St
    ii. SWC East End Ave & Philadelphia St
    iii. NEC East End Ave & Philadelphia St
    iv. SEC East End Ave & Philadelphia St
c. Pedestrian crossings at driveways;
d. Crosswalks (marked & signalized) at the north, west, south and east legs of the East End Ave & Philadelphia St intersection, and
e. Path of travel from right-of-way to each commercial building pad

1.11 The Pedestrian Accessibility Plan requested in 1.10 should clearly indicate structures that are proposed with this site and future per other phases and/or site plans. Pedestrian facilities (privately or publicly owned) that are open to the public shall comply with accessibility standards in the City's Policy on Accessible Pedestrian Facilities, the current edition of the CBC in effect at the time of building permit issuance or, if no permit, the date construction commences, and Part 36 of Title 28 of the Americans with Disabilities Act (ADA) regulations, which include the 2010 ADA Standards

1.12 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities created by, extended from, or connected to any required or provided sidewalk improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and other associated pedestrian facilities.

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
    i. sidewalks/walks – along project frontage (East End Ave and Philadelphia St)
    ii. curb ramps (directional/perpendicular)
        - Northwest, southwest, northeast, and southeast corners of the East End Ave and Philadelphia St intersection.
    iii. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
        - North, south, east, and west leg of the East End Ave and Philadelphia St intersection.
    iv. driveway approaches crossings
        - One (1) right-in/ right-out driveway on East End Ave.
        - One (1) full-access driveway on East End Ave.
        - One (1) full-access driveway on Philadelphia St.
    v. No on-street parking allowed along both Philadelphia St. and East End Ave.

b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility

standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.

c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.

1.13 Pay all applicable fees pursuant to City Municipal Code, including, but not limited to, plan check fees, inspection & permit fees.

2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/ PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

2.1 Record Parcel Map No. 20174 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.

2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.

2.3 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Plan of Drainage (MPD) by identifying off-site and on-site stormwater runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures. The study shall ensure that the post-development runoff is less than equal to 80% of the pre-development run-off.

2.4 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

2.5 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

2.6 Design and install a monitoring manhole (per City Standard No. 530) on each domestic sewer lateral connection from any industrial building into the City's main sewer or into a private sewer main that is tributary to the City's main sewer. In addition, design and install a sampling Wye on a stubbed-out sewer lateral connection into the main sewer for each industrial building in this development.

2.7 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to, the following:

(Please coordinate and verify all requirements with the project engineer.)

	Street Names	
	East End Avenue[1]	Philadelphia Street[1]
Curb & Gutter (Offset from Centerline)	X(36')	X(36')
Sidewalk (Width)	X(5')	X(5')
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline) [2]	X(34')	X(34')
Asphalt Concrete Overlay	X	X
Street Lights[3]	X	X
Median Island and Landscaping		
Parkway Landscaping[4]	X	X
Striping and Traffic Controls [5]	X	X
Traffic Signal Interconnect	X	X
Traffic Signal[6]	X	X
Sewer[7]	X	
Storm Drain[8]		
Domestic Water[9]	X	
Recycled Water		
Fire Hydrants as required by CVIFD[10]	X	X
Project Driveways[11]	X	X

(1) Remove and/or repair any damaged, broken, abandoned, or sub-standard improvements resulting from the project. Relocation of existing appurtenances (e.g. fire hydrants, power poles, blowoffs, etc.) may be required to accommodate the required improvements.

(2) Fully reconstruct the existing pavement section along the property frontage from the centerline of the street to the edge of pavement.

(3) Adequate lighting is required for pedestrian facilities and proposed bike lanes (Class II or III bike facilities on East End Ave and Philadelphia St), in addition to vehicular use. Streetlights, where required, shall be designed and constructed per current Chino standards and specs.

(4) The parkway maintenance shall be the property owner's responsibility. Parkway landscaping and irrigation installation are required to be installed along the project frontage.

(5) The City Traffic Engineer shall determine the limits of the signing and striping improvements.

(6) As part of the new construction of sidewalk, curb/gutter and curb ramps, a new traffic signal is required at the intersection of East End Ave and Philadelphia St.

(7) Abandon unused sewer services per City standards, where applicable. Proposed service connections to the existing public sewer main shall be constructed using revised as-built plans and following City standards for street trenching backfill and repair.

(8) Construct a storm drain catch basin at the northwest corner of Philadelphia St and East End Ave that connects to the existing storm drain along East End Avenue.

(9) Abandon unused water services per City standards, where applicable. Proposed service connection and metering to the existing public sewer main shall be constructed using revised as-built plans and following City standards for street trenching backfill and repair.

(10) In addition to the required construction of new fire hydrants per Chino Valley Independent Fire District's requirements, existing fire hydrants may also need to be relocated to accommodate pedestrian facilities and street widening improvements.

(11) The proposed driveways at both East End Ave and Philadelphia St shall be constructed per City Std. 250 with 5-ft sidewalks.

2.8 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

2.10 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).

2.11 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

2.12 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

2.13 Any future maintenance and repair of sewer laterals, except for the portion of lateral located within the public right-of-way or public easement, and domestic water or fire service laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

2.14 Convey ownership of all onsite water wells, where existing, to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring

wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).

2.15 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.

2.16 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.

2.17 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans, and City redlines of previous submittals. Include AutoCAD and Esri GIS shape files as an e-transmitted zip file of all approved improvement plans.

2.18 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals listed in Sections 2.7 and until such time the improvements are accepted by the City.

2.19 Comply with all requirements of the Traffic Impact Analysis (TIA) dated February 22, 2021, including participation in fair share contributions and construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).

3.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Municipal Code, Chapter 13.32.

3.3 Distribute for signature of all buyers, the information and disclosure notice announcing that the development will be annexed to the City's Landscape and Street Lighting Maintenance Assessment District before transfer of property title and completion and acceptance of all public improvements.

3.4 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.

3.5 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

3.6 Provide and record a reciprocal use and maintenance agreement to assure common ingress and egress and joint maintenance of all common access, parking areas and drives.

3.7 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

4.1 Complete all Conditions of Approval listed under Sections 1-3 above.

4.2 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.

4.3 Submit to the City, electronic files of Tract/Parcel Map and “as-built” improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

PARCEL MAP NO. 20174

PROJECT ENGINEER: Isidro Abreo

DATE: 7/6/2023

A COPY OF THIS CHECK LIST MUST BE PROVIDED ALONG WITH A COMPLETED PLAN CHECK REVIEW APPLICATION TO THE ENGINEERING TECHNICIAN WHEN MAKING AN APPOINTMENT FOR FIRST PLAN CHECK SUBMITTAL

- ☒ Copy of Development Engineering Division Conditions of Approval
- ☒ Maps (Subdivision Only)
- ☒ Preliminary Title Report (no older than six months) (Subdivision Only)
- ☒ Closure Calculations (Subdivision Only)
- ☒ Referenced Maps (Subdivision Only)
- ☒ Preliminary Soils Report (no older than sixty days)
- ☐ Lot line adjustment certificate
- ☐ Lot merger
- ☐ Right-of-way dedication
- ☐ Rough Grading Plans
- ☒ Precise Grading Plans – *with Private Storm Drain improvements*
- ☐ Storm Drain Plans
- ☒ Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- ☒ Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- ☒ Street Improvements Plans
- ☒ Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- ☒ Sewer Plans – *revisions to City Record Drawings*
- ☒ Domestic Water Plans – *revisions to City Record Drawings*
- ☐ Recycled Water Plans
- ☒ Street Light Plans, including a Photometric Diagram
- ☒ Voltage Drop Calculations (Signed and Sealed by a Registered Engineer) – *within the street sight plan*
- ☒ Signing and Striping Plans
- ☒ Traffic Signal Interconnect Plans
- ☒ Traffic Signal Plans
- ☒ Water Quality Management Plan

EXHIBIT "C"

PARCEL MAP NO. 20174

EAST END LLC

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is

required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: _____

EAST END LLC*

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: LINDA REICH, CITY MANAGER

FROM: HYE JIN LEE, PUBLIC WORKS DIRECTOR

SUBJECT

Replacement Subdivision Improvement Agreement for Tract Map No. 16420-6 (Block 11 - Lots 4 &7) - Beazer Homes Holding, LLC.

RECOMMENDATION

Approve replacement Subdivision Improvement Agreement and securities with Beazer Homes Holding, LLC for Tract Map No. 16420-6 (Block 11 - Lots 4 & 7); and authorize the City Manager to execute any necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact to the City.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Responsible Long-Range Planning
- Public Service Excellence Through Internal & External Partnerships

BACKGROUND

In 2008, the City's Planning Commission approved an "A" level Master Site Approval and Tentative Tract Map No. 16420 to subdivide 522 acres of land generally located south of Pine Avenue, west of Hellman Avenue, and north and east of Chino Corona Road for what is known as the South of Pine area in The Preserve. An "A" level master site development plan is a preliminary, conceptual plan for a large-scale land development project. The purpose of the original Master Site Approval was to establish large parcels, and phase major backbone street systems for both future residential and non-residential development within the master plan area.

On February 23, 2022, the City's Planning Commission conditionally approved a Development Modification to the Master Site Approval and Tentative Tract Map No. 16420. The modification removed the phased development concept originally approved, divided the larger land area into smaller lots to be reconveyed for development, and established improvement areas for future development. It is important to note that the Developer modification also incorporated conditions of approval for improvements along Pine Avenue for associated developments within the larger project area to help facilitate needed improvements to the area.

Subsequently, on September 19, 2022, the City's Planning Commission approved a 32.63-acre Master Site Approval PL21-0056 and Tentative Tract Map No. 20445 for the future development of 305 single-family homes within four neighborhoods, a pocket park, and private recreation center located in the MDR (Medium Density Residential) and CC16 (Community Core 16) land use designations known as "Block 11". This project is generally located south of Legacy Park Street, east of Main Street, and north of East Preserve Loop.

The developer, Chino Preserve Development Corporation, a Lewis Management Corporation company ("Lewis"), received City Council approval of Final Map No. 16420-6 on April 1, 2025 to subdivide the previously approved Tentative Tract Map No. 16420, as shown in Exhibit A. Lewis is actively developing the site and has entered into purchase agreements with four guest builders.

The Engineering Conditions of Approval (COA) for Block 11 requires public improvements including, but not limited to curb, gutter, sidewalk, streetlights, asphalt concrete pavement, median/parkway landscape, sewer, water, recycled water and drainage improvements. To guarantee the completion of these public improvements, Lewis entered into a Subdivision Improvement Agreement (SIA) with the City and obtained the necessary securities for the improvements which were approved with the Final Map on April 1, 2025.

ISSUES/ANALYSIS

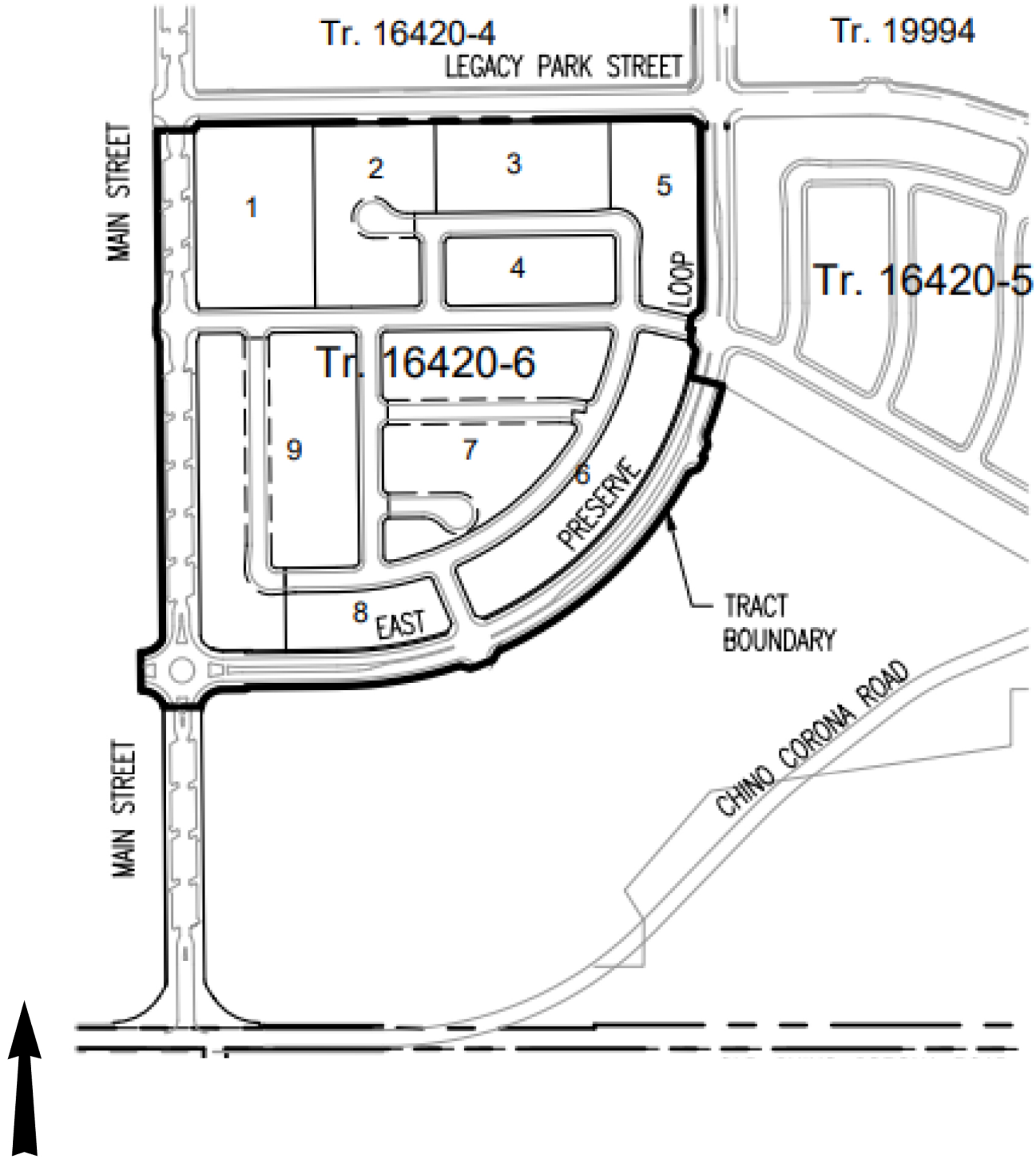
Now that the final escrows for the guest builders have closed, City staff is coordinating with each builder to execute replacement SIAs to transfer and secure their respective obligations. Beazer Homes Holding, LLC has acquired Lots 4 and 7, as shown in Exhibit A of the attached replacement SIA. The conditions established at the time of tentative map approval have been met through execution of the replacement agreement for Tract Map No. 16420-6 and the posting of securities guaranteeing construction of the public improvements required for Block 11. The City Attorney has reviewed and approved the replacement SIA and associated securities. Additionally, Lewis has executed a Partial Assignment and Assumption Agreement to the Development Agreement with Beazer Homes Holding, LLC.

Attachments:

Exhibit A - Location Map Tract Map No. 16420-6

Exhibit B – Replacement Subdivision Improvement Agreement

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 16420-6



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

BEAZER HOMES HOLDINGS, LLC

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN

THE CITY OF CHINO

AND

BEAZER HOMES HOLDINGS, LLC

Agreement Date: November 4, 2025

Subdivider Name: Beazer Homes Holdings, LLC

Tentative Map No.: 16420-6 Lots 4 & 7

Estimated Total Cost of Improvements: $1,018,389.21

Estimated Total Cost of Monumentation: $0 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security:

Lots 4 & 7 In-Tract Streets	$545,587.05
Lots 4 & 7 In-Tract Wet Utilities	$472,802.16

Designees for the Service of Written Notice:

CITY:	**SUBDIVIDER**:
Jesus Plasencia Assistant City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 jplasencia@cityofchino.org	Beazer Homes Holdings, LLC c/o Mike Miller/Sonia Villaneda Beazer Homes 310 Commerce St, Suite 150 Irvine, CA 92602 Office: (909) 851-5792 mike.miller@beazer.com\ Office: (626) 235-7168 sonia.villaneda@beazer.com
CITY PROJECT INSPECTOR	
Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org	

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 4th day of November, 2025, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Beazer Homes Holdings, LLC ("SUBDIVIDER").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as Tentative Tract Map No. 16420-6 (Lots 4 & 7), (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 16420-6 (Lots 4 & 7) for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit "B" attached hereto (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and

specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is $1,018,389.21.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map No. 16420-6 (Lots 4 & 7) in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually

agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one-year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as

the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, pandemics, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and make a reasonable determination regarding the length of any extension of time for commencement and/or completion of the Works of Improvement and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees

that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

(i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of $1,018,389.21 equal to 100% of the estimated construction cost referenced in Section 1.1.

(ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to $508,894.61 equal to 50% of the estimated construction cost referenced in Section 1.1.

(iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of $0 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of $1,561,980.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security shall be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as

provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its

authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.40 or 3.45, as applicable.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

(b) Subdivider's failure to timely complete construction of the Works of Improvement;

(c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;

(d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may by entitled.

8.4. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have

accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.5. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect for a period of one (1) year; however, Subdivider shall not be responsible for routine maintenance. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum $1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

(i) Premises operations; including X, C, and U coverage;

(ii) Owners' and contractors' protection;

(iii) Blanket contractual;

(iv) Completed operations; and

(v) Products.

(b) Commercial Business Auto policy with a minimum $1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

(i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

(ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

(i) This policy shall provide coverage for Workers' Compensation (Coverage A); and

(i) This policy shall provide coverage for $1,000,000 Employers' Liability (Coverage B).

(ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: "*I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract.*"

(iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."

(ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self- insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

(iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

(iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.

(v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing, therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

_____
Hye Jin Lee, P.E.
Director of Public Works

BEAZER HOMES HOLDINGS, LLC

By:_____
Its: Authorized Agent
Sonia Villaneda

CITY OF CHINO

_____
Dr. Linda Reich, City Manager

Date:_____

ATTEST:

By _____
Natalie Gonzaga, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

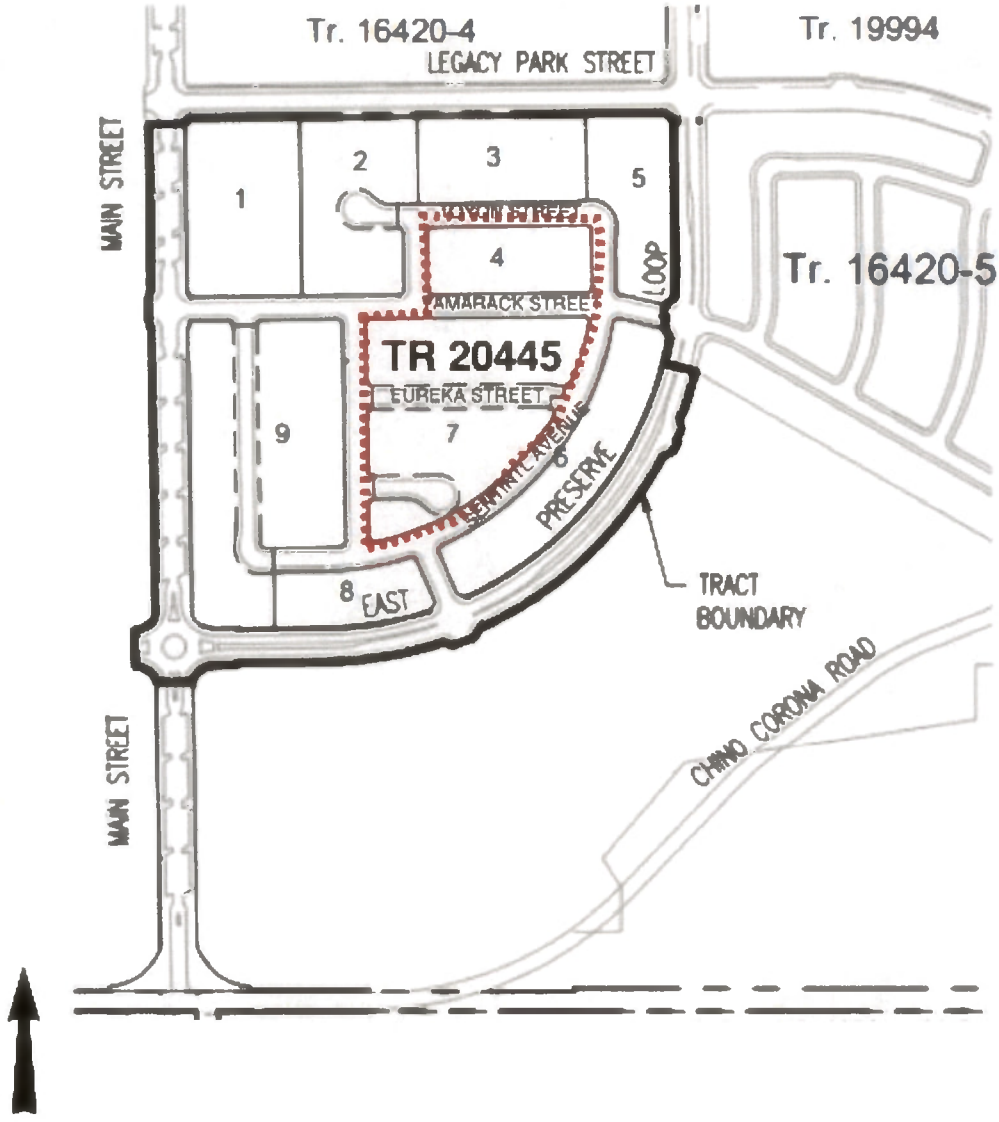
Signer Is Representing: _____

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EXHIBIT “A”

[attached]

EXHIBIT A



Vicinity Map

Exhibit A
Tract No. 20445



EXHIBIT "B"

TENTATIVE TRACT MAP NO. 16420-6 (LOTS 4 & 7) WORKS OF IMPROVEMENT

A. Removal of undesirable, dangerous and dead plant materials and roots.

B. All onsite and offsite grading as specified on the approved grading plan.

C. Relocation of all public utility structures as necessary to properly construct the required improvements.

D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.

E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.

F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.

G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.

H. A street lighting system (City-owned) in accordance with City Standards.

I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.

J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.

K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.

L. Street signs at intersections per the City Standards.

M. Installation of approved landscaping (plants and materials).

N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
17	CY	Concrete Removal	$ 325.00	$ 5,525.00
131	CY	AC Pavement Removal	$ 100.00	$ 13,100.00
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
3513	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ 91,338.00
4182	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ 100,368.00
4391	LF	PCC Curb Only	$ 20.00	$ 87,820.00
	LF	8" A.C. Berm	$ 20.00	$ -
240	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ 3,840.00
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
1021	SF	6" PCC Thick Pavement on 6" AB	$ 12.50	$ 12,762.50
	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ -
	LF	2" x 6" Redwood Header	$ 7.50	$ -
	EA	Street Sign and Post	$ 475.00	$ -
	EA	Traffic Sign and Post	$ 400.00	$ -
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
4,399	TON	AC Variable - >300T	$ 120.00	$ 527,880.00
	TON	CAB Variable - <300T	$ 100.00	$ -
5,005	TON	CAB Variable - >300T	$ 90.00	$ 450,450.00

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light	$ 7,700.00	$ 200,200.00
1	EA	Electrical Pedestal	$ 6,500.00	$ 6,500.00
	EA	Lot Monument Setting Fee	$ 550.00	$ -
	LF	Sawcut A.C.	$ 3.00	$ -
	LF	Sawcut Concrete	$ 3.00	$ -
	SF	Cold Plane A.C. 2" Thick	$ 0.28	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 500,000.00	$ -
	SF	Track Crossing (Concrete)	$ 175.00	$ -
	SF	Approach	$ 4.00	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
STREETS				
		STREET SUBTOTAL		$ 2,132,803.50
	LS	Mobilzation (5% of Construction Cost)	5%	$ 106,640.18
	LS	Traffic Control (5% of Construction Cost)	5%	$ 106,640.18
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ 106,640.18
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ 106,640.18
		GRAND TOTAL STREETS ONLY		**$ 2,559,364.20**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
275	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 27,500.00
3101	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ 418,635.00
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
5	EA	8" Gate Valve	$ 2,600.00	$ 13,000.00
11	EA	12" Gate Valve	$ 4,500.00	$ 49,500.00
	EA	18" Gate Valve	$ 7,500.00	$ -
6	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ 45,000.00
7	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ 60,200.00
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

WATER				
		WATER SUBTOTAL		$ 613,835.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 30,691.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 30,691.75
		GRAND TOTAL WATER ONLY		**$ 675,218.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
3182	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ 318,200.00
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
10	EA	8" Gate Valve	$ 2,600.00	$ 26,000.00
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
4	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ 34,400.00
1	EA	2" Air Relief Assembly	$ 4,500.00	$ 4,500.00
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 383,100.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ 19,155.00
	LS	Traffic Control (5% of Construction Cost)	5%	$ 19,155.00
		GRAND TOTAL RECYCLED WATER ONLY		**$ 421,410.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
SEWER				
		SEWER SUBTOTAL		$ -
	LS	Mobilization (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
		GRAND TOTAL SEWER ONLY		**$ -**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
17	EA	Storm Drain Manhole #1	$ 10,000.00	$ 170,000.00
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
4	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ 16,000.00
	EA	Outlet Structure	$ 7,000.00	$ -
22	EA	Catch Basin 3.5' Width	$ 7,200.00	$ 158,400.00
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
2002	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ 480,480.00
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
1589	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ 524,370.00
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
169	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ 65,065.00
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 560.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 625.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 690.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 765.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 830.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 920.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,075.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
2	EA	24" CMP Riser	$ 1,250.00	$ 2,500.00
77	LF	24" CSP Pipe	$ 200.00	$ 15,400.00
3	EA	PIPE END CAPS	$ 200.00	$ 600.00
42	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ 2,100.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 1,434,915.00
	LS	Mobilization (5% of Construction Cost)	5%	$ 71,745.75
	LS	Traffic Control (5% of Construction Cost)	5%	$ 71,745.75
		GRAND TOTAL STORM DRAIN ONLY		**$ 1,578,406.50**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 2,559,364.20
		GRAND TOTAL WATER ONLY		$ 675,218.50
		GRAND TOTAL RECYCLED WATER ONLY		$ 421,410.00
		GRAND TOTAL SEWER ONLY		$ -
		GRAND TOTAL STORM DRAIN ONLY		$ 1,578,406.50
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 5,234,399.20

PROJECT ADDITIVES		*Project Contingencies*	10%	$ *523,439.92*
		Construction Staking	3%	$ *157,031.98*
		Soils Testing	1%	$ *52,343.99*
		Material Testing	1%	$ *52,343.99*
		Construction Inspection	4.8%	$ *251,251.16*
		Contract Administration	1%	$ *52,343.99*
		GRAND TOTAL (FOR BOND AMOUNTS)		$ *6,323,154.23*

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6
LOCATION : East Preserve Loop at Main Street
By: TS
DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard
45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

REGISTERED PROFESSIONAL ENGINEER
CARLA E. BERARD
No. 45183
CIVIL
STATE OF CALIFORNIA

Place R.C.E. Stamp and Signature Here (required)

BY CITY

	$	**6,323,200.00**
	$	**3,161,600.00**
	$	**632,300.00**

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	EA	Tree Removal	$ 800.00	$ -
	CY	Concrete Removal	$ 325.00	$ -
	CY	AC Pavement Removal	$ 100.00	$ -
	CY	Imported Common Fill (Incl. Compaction)	$ 34.00	$ -
	SF	Preparation of Subgrade, Sidewalk and Paving	$ 1.00	$ -
	LF	PCC 8" Curb & 24" Gutter on 6" AB	$ 26.00	$ -
	LF	PCC 6" Curb & 24" Gutter on 6" AB	$ 24.00	$ -
	LF	PCC Curb Only	$ 20.00	$ -
	LF	8" A.C. Berm	$ 20.00	$ -
	SF	8" PCC Cross Gutter on 6" AB	$ 16.00	$ -
66375	SF	4" PCC Sidewalk	$ 5.80	$ 384,975.00
	SF	6" PCC Thick Pavement on 6" AB	$ 12.50	$ -
	SF	8" PCC Thick Drive Approach on 6" AB	$ 15.00	$ -
	LF	2" x 6" Redwood Header	$ 7.50	$ -
	EA	Street Sign and Post	$ 475.00	$ -
	EA	Traffic Sign and Post	$ 400.00	$ -
	EA	Reflector Sign and Post	$ 175.00	$ -
	EA	Painted Legend	$ 6.50	$ -
	SF	Prime or Tack Coat	$ 0.08	$ -
	TON	AC Variable - <300T	$ 130.00	$ -
	TON	AC Variable - >300T	$ 120.00	$ -
	TON	CAB Variable - <300T	$ 100.00	$ -
	TON	CAB Variable - >300T	$ 90.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
24	EA	Adjust Sewer Manhole to Grade	$ 950.00	$ 22,800.00
	EA	Adjust Sewer Cleanout to Grade	$ 500.00	$ -
42	EA	Adjust Water Valve and Can to Grade	$ 525.00	$ 22,050.00
26	EA	Street Light (Install only. SLs are purchased)	$ 3,000.00	$ 78,000.00
	EA	Electrical Pedestal	$ 6,500.00	$ -
	EA	Lot Monument Setting Fee	$ 550.00	$ -
	LF	Sawcut A.C.	$ 3.00	$ -
	LF	Sawcut Concrete	$ 3.00	$ -
	SF	Cold Plane A.C. 2" Thick	$ 0.28	$ -
		Signing & Striping for		
	LF	Arterial	$ 19.00	$ -
3225	LF	Collector	$ 13.00	$ 41,925.00
	LF	Local	$ 7.00	$ -
	EA	Traffic Signal (8 - Phase Controller)	$ 350,000.00	$ -
	EA	Modify existing Traffic Signal per Quadrant	$ 75,000.00	$ -
	LF	Chain Link Fence		
		4 foot Residential Grade (Add $7.00/LF for Removal of Existing Fence)	$ 25.00	$ -
		6 foot School fence (Add $9.00/LF for Removal of Existing Fence)	$ 35.00	$ -
	EA	Utility Poles		
		Transmission	$ 11,500.00	$ -
		Distribution	$ 8,000.00	$ -
		Service	$ 3,000.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STREETS				
	SF	Landscape (Including shrubs, Hardscape, Irrigation, Ground Cover, Lighting, Installation Labor and Connection to Existing Systems)	$ 15.00	$ -
	LF	14 foot Median with Landscape, Irrigation, Lighting, Hardscape, Curb, Gutter & Pavement	$ 300.00	$ -
		Rail Road Crossing		
	LS	Safety Equipment (Complete Including Crossing Gates, Signs, and Lights)	$ 500,000.00	$ -
	SF	Track Crossing (Concrete)	$ 175.00	$ -
	SF	Approach	$ 4.00	$ -
36	EA	S.W. Ramps (A.D.A. Compliant)	$ 4,000.00	$ 144,000.00
	EA	Traffic Signal Loops	$ 600.00	$ -
691	SF	4" to 6" Fresno River Cobble Pavement	$ 10.00	$ 6,910.00
148	LF	Metal Beam Guard Rail	$ 70.00	$ 10,360.00
1	EA	Final Punchlist Work	$ 25,000.00	$ 5,000.00
STREETS				
		STREET SUBTOTAL		$ 716,020.00
	LS	Mobilzation (5% of Construction Cost)	5%	$ -
	LS	Traffic Control (5% of Construction Cost)	5%	$ -
	LS	Clear & Grub Site (5% of Construction Cost)	5%	$ -
	LS	Excavation (Clean Material) (5% of Construction Cost)	5%	$ -
		GRAND TOTAL STREETS ONLY		**$ 716,020.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding & Compaction (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	LF	Removal, Disposal of ACP and Backfill	$ 150.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 4" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

WATER				
		WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
RECYCLED WATER				
	LF	Trench Support/Shoring (6 foot depth)	$ 15.00	$ -
	CY	Pipe Bedding (Imported)	$ 90.00	$ -
	LF	6" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 80.00	$ -
	LF	8" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration.	$ 100.00	$ -
	LF	12" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 135.00	$ -
	LF	18" Pipe & Fittings Installed, including excavation, bedding, backfill and pavement restoration	$ 175.00	$ -
	EA	6" Gate Valve	$ 2,000.00	$ -
	EA	8" Gate Valve	$ 2,600.00	$ -
	EA	12" Gate Valve	$ 4,500.00	$ -
	EA	18" Gate Valve	$ 7,500.00	$ -
	EA	Fire Hydrant Assembly per City Std.	$ 7,500.00	$ -
	EA	Blow-off Assembly 5" per City Std.	$ 8,600.00	$ -
	EA	2" Air Relief Assembly	$ 4,500.00	$ -
	EA	1" Water Service/Meter	$ 3,500.00	$ -
	EA	2" Water Service/Meter	$ 4,500.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

RECYCLED WATER				
		RECYCLED WATER SUBTOTAL		$ 25,000.00
	LS	Mobilzation (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL RECYCLED WATER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
SEWER				
	LF	Trench Support/Shoring	$ 15.00	$ -
	LF	4" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$75.00	$ -
	LF	8" V.C.P Installed, including excavation, bedding, backfill and pavement restoration	$93.00	$ -
	LF	10" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$103.00	$ -
	LF	12" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$123.00	$ -
	LF	15" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$143.00	$ -
	LF	18" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$163.00	$ -
	LF	21" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$193.00	$ -
	LF	24" V.C.P. Installed, including excavation, bedding, backfill and pavement restoration	$208.00	$ -
	EA	Sewer Saddle	$450.00	$ -
	EA	Wyes 4" x 8" Typical	$225.00	$ -
	EA	48" Sewer Manhole	$4,700.00	$ -
	EA	60" Sewer Manhole	$7,500.00	$ -
	EA	Sewer Cleanout	$1,800.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

SEWER				
		SEWER SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL SEWER ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	24" X 36" C.M.P.A. (10 Gauge)	$ 230.00	$ -
	LF	27" x 43" C.M.P.A (10 Gauge)	$ 250.00	$ -
	EA	Storm Drain Manhole #1	$ 10,000.00	$ -
	EA	Junction Structure #2 (24" or larger)	$ 8,850.00	$ -
	EA	Junction Structure #4 (24" or smaller)	$ 4,000.00	$ -
	EA	Outlet Structure	$ 7,000.00	$ -
	EA	Catch Basin 3.5' Width	$ 7,200.00	$ -
	EA	Catch Basin 7' Width/L.D.	$ 7,900.00	$ -
	EA	Catch Basin 10' Width/L.D.	$ 9,950.00	$ -
	EA	Catch Basin 14' Width/L.D.	$ 11,000.00	$ -
	EA	Catch Basin 21' Width/L.D.	$ 13,000.00	$ -
	LF	18 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 200.00	$ -
	LF	24 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 240.00	$ -
	LF	27 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 260.00	$ -
	LF	30 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 280.00	$ -
	LF	33 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 295.00	$ -
	LF	36 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 310.00	$ -
	LF	39 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 320.00	$ -
	LF	42 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 330.00	$ -
	LF	45 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 360.00	$ -
	LF	48 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 385.00	$ -
	LF	54 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 440.00	$ -
	LF	60 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 500.00	$ -

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
STORM DRAIN				
	LF	66 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 560.00	$ -
	LF	72 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 625.00	$ -
	LF	78 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 690.00	$ -
	LF	84 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 765.00	$ -
	LF	90 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 830.00	$ -
	LF	96 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 920.00	$ -
	LF	102 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	108 inch RCP Installed, including excavation, bedding, backfill and pavement restoration	$ 1,075.00	$ -
	LF	7' x 6' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 700.00	$ -
	LF	7' x 8.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 820.00	$ -
	LF	7' x 9.5' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 870.00	$ -
	LF	8' x 11' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	LF	8' x 13' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,100.00	$ -
	LF	9' x 9' RCB Installed, including excavation, bedding, backfill and pavement restoration	$ 1,000.00	$ -
	EA	24" CMP Riser	$ 1,250.00	$ -
	LF	24" CSP Pipe	$ 200.00	$ -
	EA	PIPE END CAPS	$ 200.00	$ -
	LF	8" HDPE N12 DRAIN PIPE	$ 50.00	$ -
1	EA	Final Punchlist Work	$ 25,000.00	$ 25,000.00

STORM DRAIN				
		STORM DRAIN SUBTOTAL		$ 25,000.00
	LS	Mobilization (5% of Construction Cost)	0%	$ -
	LS	Traffic Control (5% of Construction Cost)	0%	$ -
		GRAND TOTAL STORM DRAIN ONLY		**$ 25,000.00**

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item
DIRECT COSTS		GRAND TOTAL STREETS ONLY		$ 716,020.00
		GRAND TOTAL WATER ONLY		$ 25,000.00
		GRAND TOTAL RECYCLED WATER ONLY		$ 25,000.00
		GRAND TOTAL SEWER ONLY		$ 25,000.00
		GRAND TOTAL STORM DRAIN ONLY		$ 25,000.00
		GRAND TOTAL (FOR PLAN CHECK & INSPECTION FEE DETERMINATION)		$ 816,020.00

PROJECT ADDITIVES		*Project Contingencies*	10%	*$*	*81,602.00*
		Construction Staking	3%	*$*	*24,480.60*
		Soils Testing	1%	*$*	*8,160.20*
		Material Testing	1%	*$*	*8,160.20*
		Construction Inspection	4.8%	*$*	*39,168.96*
		Contract Administration	1%	*$*	*8,160.20*
		GRAND TOTAL (FOR BOND AMOUNTS)		*$*	*985,752.16*

Faithful Performance Bond (100% of Construction Cost) *$* *0.24*

Labor & Material Bond (50% of Construction Cost)

Warranty Bond (10% of Construction Cost)

CITY OF CHINO

ENGINEERING COST ESTIMATE

PROJECT NO: Tract No. 16420-6

LOCATION : East Preserve Loop at Main Street

By: TS

DATE: January 9, 2025

Quantity	Unit	Item	Unit Price	Total Cost Per Item

C. Berard

45183

BY ENGINEER

Prepared By:
R.C.E. Number:
Expiration:

REGISTERED PROFESSIONAL ENGINEER
CARLA E. BERARD
No. 45183
CIVIL
STATE OF CALIFORNIA

Place R.C.E. Stamp and Signature Here (required)

BY CITY

	$ 985,800.00
	$ 492,900.00
	$ 98,600.00

Faithful Performance Bond (100% of Construction Cost)
Labor & Material Bond (50% of Construction Cost)
Warranty Bond (10% of Construction Cost)

Improvements	Bond No.	Bond Type	Original Amount	Reduced Amount
Backbone Streets	24282451	Faithful Performance	$3,103,700.00	$748,020.00
		Labor & Material	$1,551,850.00	$374,010.00
Backbone Wet Utilities	24282446	Faithful Performance	$3,219,400.00	$643,882.50
		Labor & Material	$1,609,700.00	$321,941.25
Lots 2 & 3 Streets	24282453	Faithful Performance	$524,100.00	$143,660.21
		Labor & Material	$262,050.00	$71,830.11
Lots 2 & 3 Wet Utilities	24282448	Faithful Performance	$644,300.00	$128,865.28
		Labor & Material	$322,150.00	$64,432.64
Lots 4 & 7 Streets	24282452	Faithful Performance	$1,824,000.00	$545,587.05
		Labor & Material	$912,000.00	$272,793.53
Lots 4 & 7 Wet Utilities	24282447	Faithful Performance	$2,364,000.00	$472,802.16
		Labor & Material	$1,182,000.00	$236,401.08
Lots 5, 6 & 8 Streets	24282455	Faithful Performance	$727,100.00	$186,670.00
		Labor & Material	$363,550.00	$93,335.00
Lots 5, 6 & 8 Wet Utilities	24282450	Faithful Performance	$1,023,900.00	$204,776.30
		Labor & Material	$511,950.00	$102,388.15
Lot 9 Streets	24252454	Faithful Performance	$1,007,100.00	$285,209.40
		Labor & Material	$503,550.00	$142,604.70
Lot 9 Wet Utilities	24282449	Faithful Performance	$1,182,200.00	$236,442.41
		Labor & Material	$591,100.00	$118,221.21

	Backbone						Lennar Lots 2 & 3						Beazer Lots 4 & 7						Shea Homes Lots 5,6,8						Richmond American Lot 9					
	Block 11 Backbone Street Bond	Block 11 Sewer, SD,Water,RW Bond	Block 11 Backbone Street Bond (Reduction)		Block 11 Sewer, SD,Water,RW Bond (Reduction)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)	-	Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)		Street Bond	Wets Bond	Street Bond (Reduced)		Wets Bond (Reduced)	-
Faithful Performance Bond (100% of Construction Cost)	$ 3,103,741.72	$ 3,219,412.52	$ 748,020.00	24.10%	$ 643,882.50	20.00%	$ 524,114.18	$ 644,326.42	$ 143,660.21	27.41%	$ 128,865.28	20.00%	$ 1,823,954.24	$ 2,364,010.78	$ 545,587.05	29.91%	$ 472,802.16	$ 109,117.41	$ 727,098.06	$ 1,023,881.48	$ 186,670.00	25.67%	$ 204,776.30	20.00%	$ 1,007,104.00	$ 1,182,212.06	$ 285,209.40	28.32%	$ 236,442.41	$ 57,041.88
Labor & Material Bond (50% of Construction Cost)	$ 1,551,870.86	$ 1,609,706.26	$ 374,010.00	24.10%	$ 321,941.25	20.00%	$ 262,057.09	$ 322,163.21	$ 71,830.11	27.41%	$ 64,432.64	20.00%	$ 911,977.12	$ 1,182,005.39	$ 272,793.53	29.91%	$ 236,401.08	$ 54,558.71	$ 363,549.03	$ 511,940.74	$ 93,335.00	25.67%	$ 102,388.15	20.00%	$ 503,552.00	$ 591,106.03	$ 142,604.70	28.32%	$ 118,221.21	$ 28,520.94
Warranty Bond (10% of Construction Cost)	$ 310,374.17	$ 321,941.25	$ 310,374.17	100.00%	$ 321,941.25	100.00%	$ 52,411.42	$ 64,432.64	$ 52,411.42	100.00%	$ 64,432.64	100.00%	$ 182,395.42	$ 236,401.08	$ 182,395.42	100.00%	$ 236,401.08	$ 182,395.42	$ 72,709.81	$ 102,388.15	$ 72,709.81	100.00%	$ 102,388.15	100.00%	$ 100,710.40	$ 118,221.21	$ 100,710.40	100.00%	$ 118,221.21	$ 100,710.40
Bond#	24282451		24282446				24282453	24282448					24282452	24282447					24282455	24282450					24252454	24282449				
Description							Lot 2 & 3 Intract Street Imps	Lot 2 & 3 Intract					4 & 7 Intract Street Imps	Lot 4 & 7 Intract Wet Util.					Lot 5,6 & 8 Intract	Lot 5,6 & 8 Intract Wet Util.					Lot 9 Intract Street Imps	Lot 9 Intract Wet Util. Imps				

Note: Cells in green highlight represent values in which estimated remaining costs are less than 20% of initial bond amount per the prior tabs. Values set at 20% of original bond amount

DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL

TRACT MAP NO. 20445 (PL0056 MSA and PL21-0075)

DATE: August 3, 2022 PC MEETING DATE: September 19, 2022

PROJECT DESCRIPTION: Master Site Approval and TTM 20445 to create 77 lots.

PROJECT LOCATION: SE corner Legacy Park, Main Street, and East Preserve Loop

APPLICANT: Chino Preserve Development PROJECT ENGINEER: Felicia Marshall

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PRIOR TO THE FIVE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS.

COMPLY WITH ALL CONDITIONS OF APPROVAL FROM TENTATIVE TRACT MAP 16420 – (AMENDED) INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF OFFSITE PUBLIC IMPROVEMENTS NEEDED TO SERVE THE PROJECT.

1.0 PRIOR TO MAP RECORDATION:

1.1 Provide a preliminary Title Report no older than 60 days.

1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.

1.3 Make the following dedications:

Street Name	Distance	Direction From C/L
East Preserve Loop	83 feet with 6 foot LS Lot to west/north and 8' to east*	40 feet to west and 43 feet to east
Main Street	92 feet	46 feet each side
Legacy Park Street	40 feet with 6 foot LS Lot*	South
A through H Street	60 feet	30 feet each side

* No LS (landscape) lot along parks and community center areas.

1.3a Prepare and record necessary drainage easements to implement the project in accordance with drainage law.

1.3b Easements:

- 1 foot sidewalk easements at right-of-way radial corner returns.

1.4 Provide a set of proposed Covenants, Conditions and Restrictions (CC&R) for review and approval. The proposed CC&Rs shall contain the Association's/Owner's maintenance obligations with respect to various facilities including, but not limited to, right-of-way landscaping, private streets, sidewalks, utilities, street lights, and Water Quality Management Plan (WQMP) features. This document must be submitted to and approved by the City before it is submitted to any other governmental entity.

Reviewed/Approved By: JP Date: 9/7/22

1.5 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.7. All security must be accessible to the City at any time and in a form acceptable to the Assistant City Manager, pursuant to Government Code, Section 66499.

1.6 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.

1.7 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection. Please provide one alternate street name for each street.

1.8 Comply with all applicable requirements of the City Municipal Code.

1.9 Existing pedestrian facilities on the frontage of the development, open to the public within the development, shall be evaluated for accessibility. The street frontage includes all adjacent pedestrian facilities, including crosswalks, created by, prolongated from, or connected to any required sidewalks improvements. The frontage may include sidewalks, curb ramps, connecting crosswalks (marked and unmarked), and their associated pedestrian facilities (on-street parking space, etc.).

a. The following existing improvements shall be made compliant with accessibility regulations as a part of this project:
   i. park/recreation play facilities
   ii. sidewalks/walks
   iii. shared-use paths/multi-purpose paths
   iv. curb ramps
   v. crosswalk pavement and associated pedestrian facilities (pedestrian push buttons, maneuvering, clear space)
   vi. driveway approaches crossings
   vii. parking space
   viii. bus boarding and alighting areas (bus stops)

b. Improvements that are non-compliant with the accessibility standards in effect at the time of construction or alteration, shall be brought up to current accessibility standards. This work shall be incorporated into the scope of this project and shall be completed prior to acceptance by the City.

c. Improvements that are compliant with the accessibility standards in effect at the time of construction, shall be documented on a separate construction plan with detailed specifications (running and cross slopes of all pedestrian walking surfaces, locations and dimensions and slopes of maneuvering spaces and landings, width of sidewalk, width, and vertical clearance from obstructions). The accessibility of existing improvements will be verified by City inspection staff upon completion of the project. Discrepancies between documented existing conditions and existing conditions as measured by City staff shall be remedied and brought up to accessibility standards as part of the project.

1.10 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, plan check fees.

1.11 Provide evidence of sufficient stormwater treatment capacity availability for the Mill Creek Wetlands.

2.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION/ PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS:

2.1 Record Tract Map No. 20445 pursuant to the Subdivision Map Act and in accordance with City Municipal Code. Provide a duplicate photo Mylar of the recorded map to the City Engineer's office.

2.2 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.

2.3 Provide a parking plan with summary that is subject to review and approval by the City Traffic Engineer.

2.4 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.

2.5 Prepare and submit a final grading plan showing building footprints, pad elevations, finished grades, drainage routes, retaining walls, erosion control, slope easements and other pertinent information in accordance with Appendix J of the California Building Code, latest edition.

2.6 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.

2.7 Design full public improvements for all impacted and interior streets/facilities in accordance with the City Municipal Code, Standards and Specifications. Such public improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names			
	"A" – "H"	East Preserve Loop	Main Street	Legacy Park Street
Curb & Gutter (Offset from Centerline)	18' both sides	27' both sides	31' both sides	20' both sides
Sidewalk (Width)	5' both sides	6' on east and 5' on west side	8' both sides	10' on south side
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	16'	25'	29'	18'
Asphalt Concrete Overlay				
Street Lights	X	X	X	X
Median Island and Landscaping		X		
Parkway Landscaping	X	X	X	X
Striping and Traffic Controls	X[1]	X	X	X
Traffic Signal Interconnect				
Conduit System for CATV	X	X	X	X
Sewer[4]	X	X	X[9]	
Storm Drain[3]	X	X	X	
Domestic Water	X[2]	X	X	
Recycled Water	X[7]	X	X	
Fire Hydrants as required by CVIFD	X	X	X	X
Other Landscape Lot		X[5]		X[6]

[1] Paint 20' white curb adjacent to community mailboxes per CMC 10.28.040 (C), white paint indicates 3-minute parking for mailboxes. White curb shall not overlap with red curb at corners or crosswalks.
[2] Public water mains shall not extend into lettered lots.
[3] Line F Storm drain must be complete for this tract to tie into.
[4] The proposed sewer connects within East Preserve Loop and runs west, then south on Main Street. These offsite improvements must be completed for this tract to connect.
The sewer within the private drive aisle is private.
[5] The landscape lots for East Preserve Loop is 6' on the west side.
[6] The landscape lots for Legacy Park is 6' on the south side, with no landscape lot at the parks and community center areas.
[7] Recycled water mains are not required in-tract, but the parkways within the tract must use recycled water.

2.8 All improvements shall comply with federal, state, and local accessibility regulations and standards. The review or approval of plans and specifications by the City does not permit the violation of any section of the federal law, state law, building code, or local ordinance. Where accessibility standards are contradictory, the provision that provides the most accessible (restrictive) condition shall apply. Where the project's conditions of approval conflict with accessibility regulations and standards, the prevailing provision shall be determined by City's Accessibility Coordinator and City Engineer.

2.9 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, pursuant to City Municipal Code, Chapter 13.32.

2.10 Prepare and submit a sewer collection system analysis to determine if downstream facilities are adequate to handle the proposed development. The analysis will evaluate the proposed point(s) of connection and determine if there are any system deficiencies or needed improvements in order for the proposed development to be connected to the City's sanitary sewer collection system.

2.11 Pay all applicable fees pursuant to City Municipal Code including, but not limited to, the Development Impact Fees (DIF) and Sewage Facilities Development Fee (SFDF). The actual amount of fees due to the City will be based on the fee schedule in place on the date that the fees are due, or the date that they are paid, whichever occurs last. The fee amount stated in this notice is subject to change based on (1) annual adjustments for inflation, pursuant to Chino Municipal Code, Chapter 3.40.100 or 3.45.100, (2) revisions to the Chino Municipal Code, and (3) updates to the fee studies and nexus reports adopted by the City.

Developer is solely responsible for remaining informed about changes in the fee amounts. City shall have no obligation to inform Developer of changes in the fee amounts unless Developer requests notice of such changes, pursuant to Government Code Section 66019(b) and Chino Municipal Code Chapter 3.40.080(B) or 3.45.080(B).

2.12 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

2.13 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.

2.14 Any future maintenance and repair of domestic or fire service laterals and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.

2.15 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Public Works Environmental staff and Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed (per City Standard No. 465).

2.16 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.

2.17 All public street corners shall have a minimum curb radii per City Municipal Code, Chapter 19.06 and City Standards and Specifications.

2.18 Provide adequate sight distance (per City Standard No. 865) for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.

2.19 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.

2.20 Comply with all requirements of the Traffic Impact Analysis (TIA) dated July 5, 2022 including construction of required improvements and mitigation measures as shown on the Mitigation Monitoring and Reporting Program, to mitigate impacts.

3.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

3.1 Construct and secure Development Services Department approval of all public facilities enumerated under Section 2.7 above (per Resolution No. 88-23).

3.2 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval

3.3 Pay all remaining applicable fees pursuant to City Municipal Code.

4.0 PRIOR TO FINAL ACCEPTANCE/PROJECT CLOSEOUT:

4.1 Complete all Conditions of Approval listed under Sections 1-3 above.

4.2 Slurry seal along all streets impacted by the development as directed by City staff. Install signing and striping per approved plans.

4.3 Submit to the City a letter from the surveyor indicating monuments required for the map have been set and they have been fully paid for their services.

4.4 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD, Ersi GIS shape and Adobe Acrobat PDF formats. AUTOCAD files shall be submitted as an etransmitted zip file of the CAD drawings with all base files attached. Scanned resolution of PDF shall be a minimum of 360 dpi.

5.0 PINE AVENUE PUBLIC IMPROVEMENTS

5.1 The City shall design and the Developer shall construct per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall receive Development Impact Fee (DIF) credit for the construction of improvements identified in the City's latest DIF Nexus Study
and any agreed to interim improvements:

a. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, traffic signal modification, signing, and striping.
b. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
c. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.

d. Slurry seal along streets impacted by the construction of public improvements as directed by City staff. Install traffic controls, signing and striping per approved plans.

5.1.a Within one year of obtaining right-of-way from the applicable offsite property owners and obtaining required permits from the State and federal agencies, construct and secure Development Services Department approval of all required improvements.

5.2 The developer shall construct Pine Avenue between Meadowhouse Avenue and Rincon Meadows Avenue, generally described as Pine Avenue Stage 3, including northerly side ultimate width, curb, gutter, sidewalk, parkway, and street lights, two (2) through lanes in each direction and related public improvements including traffic control. This condition shall apply to entitlements approved after or on the date of the approval of this tentative map.

5.2.a Within one year of obtaining required permits from local, State and federal agencies, construct and secure Development Services Department approval of all required improvements in accordance with plans approved by the City. The City shall, at its discretion, have the ability to restrict the issuance of building permits should the Developer not construct and complete all required improvements prior to the one year period.

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20445

PROJECT ENGINEER: Felicia Marshall

DATE: 8/3/2022

☒		A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
☒	1	Copy of Development Engineering Division Conditions of Approval
☒	2	Sets of Maps (Subdivision Only)
☒	2	Copies of preliminary Title Report (no older than six months) (Subdivision Only)
☒	2	Copies of Closure Calculations (Subdivision Only)
☒	1	Set of Referenced Maps (Subdivision Only)
☒	2	Copies of Preliminary Soils Report (no older than sixty days)
☐	2	Copies of lot line adjustment certificate
☐	2	Copies of lot merger
☐	2	Copies of right-of-way dedication
☐	4	Sets of Rough Grading Plans
☒	5	Sets of Precise Grading Plans
☒	4	Sets of Storm Drain Plans
☒	2	Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
☒	2	Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
☒	3	Sets of Street Improvements Plans
☒	3	Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
☒	2	Sets of Sewer Plans
☒	3	Sets of Domestic Water Plans
☒	2	Sets of Recycled Water Plans
☒	2	Sets of Street Light Plans including a Photometric Diagram
☒	2	Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
☒	2	Sets of Signing and Striping Plans
☐	1	Sets of Traffic Signal Interconnect Plans
☐	2	Sets of Traffic Signal Plans
☒	1	Water Quality Management Plan

EXHIBIT "C"

TRACT NO. 16420-6 (LOTS 4 & 7)

BEAZER HOMES HOLDINGS, LLC

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of and has no knowledge of the release or presence of any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider

and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: _____

BEAZER HOMES HOLDINGS, LLC*

By: _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

MEMORANDUM
CITY OF CHINO
HUMAN RESOURCES DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **LINDA REICH, CITY MANAGER**

FROM: **TERRY DOYLE, DIRECTOR OF HUMAN RESOURCES/RISK MANAGEMENT**

SUBJECT

Adjustments in compensation and terms and conditions of employment for affected members of the City of Chino.

RECOMMENDATION

1) Adopt Resolution Nos. 2025-069, 2025-070, 2025-071, 2025-072, 2025-073, 2025-074, 2025-075, 2025-076, and 2025-077 approving Amendment No. 1 to the Memoranda of Understanding with the: Chino Police Officers Association (CPOA); Chino Police Managers Association (CPMA); Chino Police Professional Employees Association (CPPEA); Chino City Hall Confidential Employee Association (CCHCEA); and amendments to the compensation and terms and conditions of employment for Executive Management, Deputy Directors, Unrepresented Sworn Management, Unrepresented Management, and Part-Time Employees; 2) adopt Resolution No. 2025-068, amending Resolution Nos. 2024-034 and 2025-040, to approve the Classification and Compensation Schedules; 3) approve an appropriation in the amount of $1,267,222.70 to the various funds listed below in the fiscal impact; and 4) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

An appropriation from the funds listed below is required for an estimated total of $1,267,222.70. Sufficient fund balance is available in each of the referenced funds for FY 2025-26. Detailed cost breakdown information is on file in the Finance Department.

General Fund 100	$746,181.28	Sewer Fund 530	$6,913.54
State COPS Fund 130	$1,517.73	Storm Drain 540	$6,646.04
Housing Fund 310	$2,511.13	Sanitation Fund 550	$1,722.99
Transportation Fund 320	$9,081.50	Central Svcs. Fund 610	$10,283.05
Community Svcs Fund 330	$157,765.52	Liab. & Risk Fund 630	$6,800.21
Park Fund 340	$1,415.51	Employee Svcs Fund 640	$297,650.72
Landscape Lighting Fund 360	$1,204.33	Building Mgmt Fund 650	$4,267.01
Assessment District Fund 361	$146.12	Equipment Mgmt Fund 660	$2,749.69
Water Fund 520	$10,366.33	**Grand Total**	**$1,267,222.70**

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

- Responsible Long-Range Planning

Revenue:	Expenditure: Various Programs
Transfer In:	Transfer Out:

BACKGROUND

On June 30, 2025, the Memoranda of Understanding (MOU) with all City bargaining groups expired. In anticipation of this, designated City staff and labor representatives engaged in good faith negotiations regarding compensation, as well as terms and conditions of employment.

Throughout the negotiations process, City representatives regularly sought guidance from the City Council to obtain authority for responding to proposals, while carefully considering the needs of the entire eligible workforce. On July 15, 2025, the City Council approved new MOUs with the Chino Police Officers Association (CPOA), Chino Police Managers Association (CPMA), Chino Police Professional Employees Association (CPPEA), and Chino City Hall Confidential Employee Association (CCHCEA).

A central component of the agreements with CPOA and CPMA was the commitment to conduct a Total Compensation Survey for sworn personnel. This survey aimed to ensure competitiveness with neighboring law enforcement agencies who are seeking to attract from our City's highly regarded sworn workforce. The survey was completed and the City has reached agreements with CPOA and CPMA on salary adjustments and other employment terms.

CPPEA and CCHCEA previously agreed to defer 1% of their requested Cost of Living Adjustment (COLA) from the first year of their labor agreements to the second year, based on the understanding that other bargaining groups were taking similar steps to lessen the immediate fiscal impact of wage increases on the City. However, as other groups have since received the full 3% COLA in the first year of their contracts, the City has reached updated salary adjustment agreements with CPPEA and CCHCEA.

To ensure equity across the organization, the City Council has also approved corresponding salary adjustments for Executive Management, Deputy Directors, Unrepresented Sworn Management, and Part-Time employees. These changes are essential to maintaining the structural integrity of the City's compensation system and supporting the retention of a highly qualified workforce.

ISSUES/ANALYSIS

To fulfill its obligations under the CPOA and CPMA MOUs, the City is committed to maintaining sworn classifications at no lower than the number three (3) ranking among the Council-approved comparison agencies. To preserve this ranking, the City and Associations have agreed on a 3% COLA.

Additionally, the City has reached agreements with CPPEA and CCHCEA to adjust their COLAs accordingly. To reflect corresponding salary and benefit changes, the summaries of benefits for Executive Management, Deputy Directors, Unrepresented Sworn Management, Unrepresented Management, and Part-Time Employees have also been updated. These updates are detailed in the attached resolutions and exhibits.

If adopted by the City Council, Resolution Nos. 2025-069, 2025-070, 2025-071, 2025-072, 2025-073, 2025-074, 2025-075, 2025-076, and 2025-077 will provide the following:

- A 3% COLA for CPOA and CPMA, effective retroactively to the pay period including July 1, 2025.
- A 3% COLA for Unrepresented Sworn Management, effective retroactively to the pay period including July 1, 2025.

- A 1% COLA adjustment (for a total of 3%) for CPPEA, CCHCEA, Executive Management, Deputy Directors, Unrepresented Management, and Part-Time Employees, effective retroactively to the pay period including July 21, 2025.
- A 3% COLA for CPPEA, CCHCEA, Executive Management, Deputy Directors, Unrepresented Management, and Part-Time Employees, effective the pay period including July 1, 2026.
- An increase in the City's Deferred Compensation contribution for CPOA from $250 to $350 per month.
- An increase in the City's Deferred Compensation contribution for CPMA from $410 to $510 per month.
- An updated sick leave cap for Part-Time Employees from 48 hours to 80 hours in accordance with the Healthy Families, Healthy Workplace Act.

If adopted, Resolution No. 2025-068 will provide updated classification plans and salary schedules. The classification plans and salary schedules must also be adopted by the City Council in order to comply with Title 2, Section 570.5, of the California Code of Regulations.

Approval of this item provides an update regarding compensation adjustments for the Executive Management Team. On July 15, 2025, the Executive Management Team received a Cost-of-Living Adjustment (COLA) of 2%, effective the pay period July 21, 2025. The pending approval reflects an additional 1% COLA adjustment, bringing the total COLA to 3%, retroactively effective to the pay period that includes July 21, 2025.

Additionally, on October 21, 2025, the City Council approved the second amendment to the City Manager's employment agreement. The approved amendments included (1) Automobile Allowance: Increase from $533.33 to $600 per month; (2) Vacation Leave Payout: Authorize payment of any accrued and unused vacation leave that exceeds the 400-hour maximum accrual limit, ensuring the balance does not exceed 400 hours; (3) Management Leave Cash-Out: Permit the City Manager to cash out up to 90 hours of Management Leave per fiscal year, an increase from the previous limit of 70 hours; (4) One-Time Management Leave Addition: Provide a one-time addition of 30 hours to the City Manager's Management Leave bank, to be cashed out. (5) Deferred Compensation Contribution: Establish a monthly City contribution of $350 to the City Manager's 457(b) deferred compensation plan, with an annual increase of $175 per month, to a maximum of $700 per month.

Attachments:
1) Resolution No. 2025-069 MOU Amendment No. 1 for CPOA
2) Resolution No. 2025-070 MOU Amendment No. 1 for CPMA
3) Resolution No. 2025-071 MOU Amendment No. 1 for CPPEA
4) Resolution No. 2025-072 MOU Amendment No. 1 for CCHCEA
5) Resolution No. 2025-073 Amended Summary of Benefits for Executive Management
6) Resolution No. 2025-074 Amended Summary of Benefits for Deputy Directors
7) Resolution No. 2025-075 Amended Summary of Benefits for Unrepresented Sworn Management
8) Resolution No. 2025-076 Amended Summary of Benefits for Unrepresented Management
9) Resolution No. 2025-077 Amended Summary of Benefits for Part-Time Employees
10) Resolution No. 2025-068 Classification Plans and Salary Schedules

RESOLUTION NO. 2025-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE OFFICERS ASSOCIATION FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by the Chino Police Officers Association ("CPOA"); and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Memoranda of Understanding, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Officers Association covering the period of July 1, 2025 through June 30, 2027 ("CPOA MOU 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the labor representatives of the City and CPOA have determined that revising the language of Article 15 on cost of living wage adjustments in the CPOA MOU 2025-27 would be in the best interests of the City and the parties for maintaining sworn personnel at number three among the Council-approved comparison agencies and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that revising the language of Article 19 on deferred compensation in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to increase the City's deferred compensation contribution and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that combining and updating the language of Articles 29, 44, and 45 on the Fair Labor Standard Act and Overtime Compensation in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the calculation of overtime and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that revising the language of Article 50 on recruitment incentive in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to correct the recruitment incentive amounts for lateral sworn hires and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that updating the language of Article 52 on the retention of documents in the CPOA MOU 2025-27 would be in the best interests of the City and the parties so that applicable documents in an employee's personnel file and other City files will be purged in accordance with the City's Retention Policy and the minimum requirements of the California Penal Code and any other applicable state or federal law and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have further determined that revising the language of Article 68 on uniform cleaning/clothing allowance in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to update the payment method for uniform cleaning/clothing allowance and address reporting requirements to CalPERS and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference, with a true and correct copy of the previously adopted CPOA MOU 2025-27 being attached hereto as Exhibit A.

SECTION 2. The City Council hereby approves and adopts the Amendment No.1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Officers Association covering the period of July 1, 2025 through June 30, 2027, a signed copy of which is attached hereto as Exhibit B.

SECTION 3. The City Clerk shall certify the adoption of this resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Officers Association covering the period of July 1, 2025 through June 30, 2027

EXHIBIT B. Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Officers Association covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO POLICE OFFICERS ASSOCIATION

July 1, 2025 to June 30, 2027

MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND
THE CHINO POLICE OFFICERS ASSOCIATION (CPOA)
(A RECOGNIZED EMPLOYEE ASSOCIATION)

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MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND THE CHINO POLICE OFFICERS ASSOCIATION (CPOA) (A RECOGNIZED EMPLOYEE ASSOCIATION)

This Memorandum of Understanding (MOU) is entered into with references to the following facts:

A. The Chino Police Officers Association, hereinafter referred to as the "CPOA", is the recognized employee organization for all regular, full-time non-management sworn Police Department employees in the City of Chino, hereinafter referred to as the "City". These employees are collectively referred to as "employees." The CPOA consists of the following position classifications:

Corporal
Police Officer

B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and the CPOA have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in the CPOA.

C. The authorized representatives of the City and CPOA have reached a mutual agreement on wages, hours, and other terms and conditions of employment of the employees.

THEREFORE, the City and the CPOA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027.

1. ACTING PAY

The City will grant Acting Pay after an employee has worked in a higher classification for twenty (20) consecutive workdays or for twenty (20) non-consecutive workdays in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or "A" Step of the Acting position Classification, whichever is greater.

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive workdays or twenty (20) non-consecutive workdays in a ninety (90)-calendar day period, the employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

2. ASSOCIATION HOURS FOR CPOA

A total of forty (40) paid hours per fiscal year will be available to the Chino Police Officers Association (CPOA) Board, or other designated members, as authorized by the City, to attend

training sessions, workshops, or other related activities for CPOA business. These hours shall not accumulate or carry over from one fiscal year to the next. The use of these hours must be approved by the Chief of Police.

3. ASSOCIATION REPRESENTATION - REQUEST FOR DECERTIFICATION

The City amends its language as found in Resolution 85-53 to read as follows:

A Decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in the recognized unit must be filed with the Director of Human Resources/Risk Management no later than six (6) months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two (2) or more employees or their representative, or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a) The name, address and telephone number of the petitioner(s) and a designated representative authorized to receive notices or requests for further information.
b) The name of the established represented unit and the incumbent recognized employee organization sought to be decertified as the representative of that unit.
c) Proof that the incumbent recognized employee organization no longer represents more than fifty percent (50%) of the employees in the represented unit, and any other relevant and material facts, including verification that more than fifty percent (50%) of the represented unit no longer desire to be represented by the recognized employee organization.

Such proof will be submitted for verification to the Director of Human Resources. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within one month (30 days) prior to filing the Decertification Petition with the Director of Human Resources/Risk Management.

If an accompanying Request for Recognition is filed, and decertification of the incumbent recognized employee organization is made, such documentation will also determine the wishes of employees as to the question of representation.

4. BENEFIT BANK

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage.

The benefit bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

5. BEREAVEMENT LEAVE

A non-accruing bank of five (5) days (50 hours) for the bereavement of a qualified family member is provided. A "qualified family member" is defined as a spouse, parent, brother, sister, child, stepchild, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, grandparent, grandchild or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Chief of Police or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

6. BILINGUAL PAY

Employees who use on-the-job bilingual skills of any language deemed necessary by the Chief of Police deems necessary, including sign language, and who have demonstrated fluency by passing a competency examination will receive two hundred and forty dollars ($240) per month allowance (paid over 24 pay periods) for use of this skill.

The Human Resources Department will administer the competency examination, and the Chief of Police must approve an employee's eligibility to take the exam and receive the bilingual pay allowance.

Employees who have the ability to read and/or write in the designated language, may be asked to perform those tasks on the job; however, they are not required to do so in order to receive this benefit. No additional compensation will be provided for those employees who possess reading and/or writing skills beyond verbal fluency.

The City reserves the right to modify or discontinue the bilingual pay allowance at any time should it be determined the skill is no longer necessary.

7. BREAKS AND (CODE 7) MEAL PERIOD

Employees are provided with a 45-minute paid lunch period within a 10–12-hour shift.

Effective July 1, 1998, employees will be provided with a twenty (20)-minute paid break time during any period of overtime worked in which between a minimum of five (5) consecutive hours and up to a maximum of seven (7) consecutive hours are worked. Any employee working an overtime shift of seven (7) consecutive hours or more is entitled to receive one forty five (45)-minute paid lunch break. During each of these paid leave times the employee will remain on an on-call status.

8. CALL BACK PAY

Employees who are not on stand-by and are called back to work during their off-duty hours will receive a minimum of two (2) hours of pay per the Overtime Article.

Compensation will be provided regardless of the actual time worked if the total duration of the call back assignment is less than two (2) hours. If the employee's call back assignment extends beyond the two (2) hours, they will be compensated for the actual time worked at the applicable overtime rate.

9. CANINE HANDLERS

Canine Handlers will work a 4-10 schedule. The assigned working hours will be based on the needs of the Department and are subject to change, as determined by the Operations Division Commander.

Handlers will not be required to be on call. In the event a Handler is contacted and requested for an emergency call out (as determined by the on-duty Watch Commander), normal call out compensation will apply. If, however, a Handler is placed on call, the Handler will be compensated according to the existing MOU.

Canine training will occur on duty as follows:

a. The Canine Handler will participate in weekly Canine training with allied agencies. Absences may be allowed for emergencies, e.g., Handler or Dog illness; scheduled vacations; or, to accommodate the needs of the Department as determined by the Canine Coordinator or the Watch Commander.
b. The Canine Handlers will report for their weekly training at the designated location and time. The senior Handler will be responsible for notifying Dispatch and the Watch Commander each week of their training location and attendance prior to the commencement of training. The weekly training block is six (6) hours. The remaining four (4) hours of the Handler's scheduled ten (10)-hour shift will be considered as "Canine Maintenance Compensation" to provide for the care, grooming, exercise and maintenance of the Police Service Dogs and their equipment.
c. Once a month, Adlerhorst International (or the designated training facility) will schedule the required eight (8) hour requalification day. Handlers will attend as scheduled by the Canine Coordinator. The training day will be considered a normal ten (10)-hour workday for all Handlers. The remaining two (2) hours of that day will also be considered "Canine

Maintenance Compensation" for the Handlers. The Handlers will receive a total of fourteen (14) hours of straight time compensation in a twenty eight (28) day pay cycle (30 minutes a day, 7 days a week). This is to compensate the Handlers for time spent on care and maintenance of the Police Service Dog and equipment. The time off will be arranged with the Canine Coordinator. Attendance is mandatory. However, excused absences may be allowed for emergencies or Handler/Dog illness at the discretion of the Canine Coordinator.

d. A yearly P.O.S.T. certification is required for "Patrol and Detection" and attendance is mandatory. The Canine Coordinator will schedule the certification days.

The Operations Division Commander will assign the days off for each Handler. The choice of days off will be made by seniority and with each normal shift rotation. Seniority will be established by time assigned in the Canine Unit.

Day-to-day supervision of the Canine Unit personnel will be the responsibility of the patrol team Sergeants to ensure that both the needs of the Department and the Canine Unit are being met.

Canine Handlers will be issued patrol cars with proper canine kennel/safety equipment and marked with proper Police canine warnings. The patrol cars will be utilized to transport the canine to and from the Handler's residence to Department approved training, as well as to normal patrol shifts as determined by the Canine Coordinator. Each Canine Handler must provide necessary maintenance of the Police Service Dog and all related equipment. Equipment deficiencies must be reported to the Canine Coordinator who will oversee replacement or repair.

Any injuries to or illness affecting the Police Service Dog must be immediately reported to the Canine Coordinator who will authorize all veterinary care deemed necessary. Veterinary services will be paid for by the Department. An exception will be made for emergency veterinary care, in which case preauthorization for treatment is not needed.

When it becomes necessary to retire a Police Service Dog from active service, the Department will transfer ownership of the dog to the last Handler, provided the Handler wants to keep the dog. Should the Handler decline to accept the retired Police Service Dog and upon approval of the Canine Coordinator, the offer of transfer of ownership will then be presented to the dog's previous Handler(s). Should no Handler elect to accept the dog, the Canine Coordinator will make other appropriate plans for the dog with the approval of the Chief of Police.

Note: The City of Chino Police Department will sell the retired Police Service dog to the Handler for one dollar ($1.00) and in return the Handler agrees to provide a comfortable, humane and caring environment for the remainder of the retired Police Service Dog's life. The Handler also agrees that the retired dog will not perform any searches or activity related to patrol or narcotic related duties.

10. CANINE OFFICER CALL OUT COMPENSATION
Effective July 1, 1998, three (3) hours minimum pay earned at one and one-half (1 ½) times the employee's regular base rate of pay will be provided to employees assigned to canine duty who are off-duty and are called back to conduct an investigation.

11. CATASTROPHIC TIME BANK
Effective July 1, 1994, a Catastrophic Time Bank may be created on an as-needed basis for use by CPOA members. Refer to Catastrophic Leave Policy.

12. CHANGING OF DAYS OFF FOR TRAINING PURPOSES
Effective July 1, 1985, employees will not be subject to non-voluntary splitting of their days off to accommodate Department training needs.

13. COMPENSATION TIME OFF
Employees may accrue a maximum of one hundred and eighty (180) hours of Compensatory Time which may be requested as time off. Upon separation from employment, accumulated compensatory time off will be converted to cash at the then existing base hourly rate.

14. COMPUTER LOAN PROGRAM
All regular employees who have completed their probationary period are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any new computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.
- Upon notification of winning the PC Lottery Program, participant will have thirty (30) days to submit necessary documentation to Finance Department for pre-approval of system purchase.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds.

15. COST OF LIVING ADJUSTMENT (COLA)

A Total Compensation Survey will be conducted in August 2025 using the same criteria and survey cities used in the 2022 Total Compensation Survey. The City agrees to maintain sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank. Any adjustments necessary to meet that benchmark will be retroactive to the pay period that includes July 1, 2025.

The same process will apply every August, with any necessary adjustments to retain sworn classifications in the top 3 ranking being retroactive to the pay period that includes July 1. Benefit Bank updates for the next year will be implemented in December of the year they are released.

Definition of Total Compensation

For the purposes of this Article, total compensation shall consist of the following elements:

- Base salary
- Uniform allowance
- Shift differential (graveyard shift)
- Advanced POST pay
- City-paid Deferred Compensation contribution
- City-paid Retiree Health Savings (RHS) contribution
- Employer-paid healthcare contribution
- Longevity pay ($500 at 5 years = $8.33 monthly value)

Minus the employee-paid PERS PEPRA contribution rate

16. COURT APPEARANCE AND STAND-BY COMPENSATION

Employees asked to appear or stand-by for civil, criminal, or administrative proceedings will be compensated in accordance with the established court appearance and court stand-by policies that read as follows:

Court Appearance Compensation: Employees who are subpoenaed to appear in court during their off-duty hours will be paid at one and one-half (1 ½) times their hourly rate of pay with a two (2)-hour minimum guarantee. Employees who receive two (2) separate subpoenas to appear for the morning and afternoon sessions on the same day will receive two (2), two-hour minimum guarantees. Time spent during all courtroom recesses, including court lunch recesses will be considered time worked for purposes of computing compensation. Hours spent in court beyond the two (2) two-hour guarantees will be compensated on an hour-per-hour basis with exception of travel time. Employees who do not exercise the option to verify that a case is scheduled and who report to the court will be compensated for their appearance.

Court Stand-by Compensation: Off duty sworn personnel who are placed on stand-by for a possible court appearance will be paid at their straight time rate for hours spent on stand-by. The time will be calculated to the nearest fifteen (15)-minute increment. In addition to this compensation, employees instructed to remain available for a court case are compensated with four (4) hours at straight time, paid at the employee's base rate of pay, after the employee has been in stand-by mode for two (2) consecutive days and has not been relieved of such stand-by.

17. COURT TRAVEL TIME

Employees who are subpoenaed to and appear in court outside the local area (the local area being defined as Pomona and Rancho Cucamonga) during off duty hours will be paid at a straight time rate for travel time. The travel time is to be calculated from the Chino Police Department to the court and return.

18. DEATH BENEFIT

Employees are provided with one hundred thousand dollars ($100,000) in life insurance coverage, payable to beneficiary on file in Human Resources at time of death. Death benefits under the City's self-insured life insurance program are intended to be treated for all federal income tax purposes as being paid under a life insurance contract within the meaning of Section 7702 of the Internal Revenue Code and to result in no recognition of income under Code Section 101.

In the event of an employee's death, his/her beneficiary will receive payment of all unused vacation and compensation time at 100%. Sick leave time will be paid out at the rate established by years of service.

In the event of an employee's death where such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued sick leave on record.

19. DEFERRED COMPENSATION

A deferred compensation plan, 457(b) and/or 401(a), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Employees will receive a two hundred and fifty dollar ($250) per month City contribution to their City Deferred Compensation account, 401(a).

"Catch-up" Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued sick/vacation leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Sick/vacation leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to his/her planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of his/her planned

retirement date, have "457 catch-up" privileges available to him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" - Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

To participate, the employee will select the amount of sick leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be added back to the employee's Sick Leave bank for the sick leave program calculation.

"Catch-up"– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining his/her Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Age 50+ Catch-up"
In the calendar year you attain age 50 (or older), you may contribute an additional amount over the normal maximum contribution limit per the IRS. The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year.

Employees may use accrued Sick Leave hours and/or accrued Vacation Leave hours to contribute this additional amount. This provision may be used regardless of the amount of deferrals the employee currently contributes.

Contributions to deferred compensation will be discontinued while an employee is receiving Workers' Compensation payments.

20. DIRECT DEPOSIT

Employees will not receive separate checks as noted under the sections titled Cleaning/Clothing Allowance and Holiday Pay but will have funds directly deposited into the account established for deposit of their regular payroll check. All employees are required to have funds directly deposited into an account established for deposit of any payroll check.

21. DISABILITY

Effective July 1, 2019, the City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed two (2) years.

22. DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS

Effective August 15, 2000, the following Appeal Procedure will be utilized by employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to sworn employees for appealing disciplinary action consisting of a Written Reprimand or less.

Any sworn employee having received a disciplinary action consisting of a Written Reprimand or less will be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the employee will be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee's appeal may be made verbally or in writing. The supervisor will have ten (10) workdays from the date of the administrative appeal to respond to the employee. If the supervisor does not respond within ten (10) workdays of the administrative appeal, the original disciplinary action will remain unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within ten (10) workdays of the supervisor's response to the employee's appeal, or ten (10) workdays after the time for the

supervisor to respond has passed, the employee will then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee's appeal may be made verbally or in writing. The Chief of Police will have ten (10) workdays to respond to the employee. If the Chief of Police does not respond within ten (10) workdays of the administrative appeal, the original disciplinary action will remain unchanged.

The determination of the Chief of Police will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the Chief of Police.

23. DISCIPLINARY APPEAL PROCEDURE CHANGE

City Resolution No. 98-39, which governs the appeal of disciplinary action, is rescinded in its entirety and Section 3 through 5 of Rule XIV or City Resolution No. 85-52 (Personnel Rules) will be amended as reflected in City Resolution No. 2003-11, attached hereto as *Exhibit A*.

Resolution No. 2003-11 will be amended to reflect that the City Manager will no longer serve as the Hearing Officer.

24. EDUCATIONAL INCENTIVE PROGRAM

Employees hired after July 1, 1980, with two (2) or more years of service as a sworn Police employee with the City of Chino will be paid a lump sum at the time of receipt of a qualifying degree. The sum will be a percentage of the employee's total annual base salary computed as follows:

Degree	Percentage of Salary
Associate of Arts/Science	2-1/2%
Bachelor of Arts/Science	5%
Master of Arts/Science	7%

For purposes of the above computation, annual base salary will be computed by reference to the monthly salary being received by the employee at the time that he/she qualifies for the degree.

For purposes of the Educational Incentive Program, qualifying degrees must be in Police Science, Public Administration, Business Administration, Behavioral Science, or other course of study approved by the Chief of Police.

Employees will be eligible to receive concurrently the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for all degrees received.

25. EMERGENCY SCHEDULE

The City reserves the right to waive seniority criteria and determine shift work scheduling and vacation assignments as necessary to meet operational needs. This authority may be exercised in cases of emergency and/or temporary situations to ensure adequate staffing and continuity of services

Under California Government Code Section 3101 all Chino Police Department employees are considered disaster Service Workers.

Civil Disturbance or Unusual Occurrence Plan
In the face of a Civil Disturbance or an Unusual Occurrence, the Department resources will be directed in the most efficient manner possible toward the goal of restoring the City to a state of normalcy.

The Chief of Police or his designee will be the command officer authorized to shift the Department into a "Civil Disturbance" (CD) or "Unusual Occurrence" (UO) staffing configuration. Additionally, should information or intelligence sources suggest that a situation is developing that could trigger a CD or UO, the Chief may declare a Departmental "Tactical Alert", which could cause the Department to move into an emergency schedule, i.e. 12 hour shifts. Employees in the unit will follow Chino Police Department Policy 408 for further Civil Disturbance or Unusual Occurrence Plan directives.

Activation of Emergency Plan
The Chief of Police or highest-ranking official on duty may activate the Emergency Operations Plan in response to a major emergency. In the event the Emergency Operations Plan is activated all employees are subject to immediate recall. Employees may also be subject to recall during extraordinary circumstances as deemed necessary by the Chief of Police or designee. During the Activation of the Emergency Operations Plan, and Emergency Schedule will be in force as directed by the Chief of Police.

Any modifications to scheduling or vacation assignments under this article will be made in accordance with departmental policies and procedures. For further details, refer to the Seniority Section of this MOU.

26. EQUIPMENT
All employees will be provided with the required equipment necessary to perform their duties at the City's expense.

Equipment issued to employees during their employment shall remain the property of the City. Upon separation from employment, employees are required to return all City-issued property immediately. Failure to return issued equipment may result in appropriate action as permitted by law or other applicable measures.

27. EXAMINATION OF PROMOTIONAL SCORES
Employees having completed a written and interview promotional testing process will be eligible to receive a verbal summary of feedback provided by raters. The verbal summary will include relevant comments made by raters that were used in determining placement on an eligibility list. The verbal summary will be provided by designated representative from the Executive Management team within the Police Department, who will ensure the feedback is delivered in a constructive and confidential manner.

The purpose of the verbal summary is to provide insight into the employee's performance, highlighting strengths and areas for potential improvement in future promotional opportunities.

The Chief of Police and/or his designee will ensure that the process will remain transparent, consistent, and in compliance with these procedures.

28. FLEXIBLE BENEFITS SPENDING PLAN

A Section 125 - Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

29. FAIR LABOR STANDARDS ACT

In accord with the FLSA, the City will pay all CPOA members at the overtime rate as mandated by the FLSA, and with regard to "law enforcement personnel" as that term is defined in the FLSA. Such FLSA mandated overtime rate will be paid for all hours worked in excess of 171 in a designated 28-day period as required by 29 USC Section 207(k).

In connection with "law enforcement personnel", the City will designate thirteen (13), twenty-eight (28) day periods for each calendar year. In determining the quantity of "hours worked", as that term is defined in the FLSA, time for which persons are compensated, but do not actually work, will not be counted as "hours worked" for purposes of making FLSA computations. Such paid leave hours which will be excluded from the computation of "hours worked" as set forth in the FLSA, are sick leave, holiday pay, vacation pay, personal holiday pay, military leave, bereavement leave, jury duty pay, civic responsibility leave, long term disability leave, industrial leave such as set forth in California Labor Code Section 4850, and police CPOA board hours.

However, this section will not diminish or alter any provision of EMPLOYEE COMPENSATION RESOLUTION 85-54, which provided for overtime pay, call-back pay, court appearance pay, court stand-by pay and other forms of premium compensation. Thus, such overtime and premium compensation computations will continue to include the above-described paid leave hours in computing overtime and premium compensation payments other than those regulated by the FLSA. For example, if an employee actually works 75 hours in any two (2) consecutive work weeks and utilizes ten (10) hours of sick leave in said time period, then the employee will receive five (5) hours of overtime at one and one-half (1 ½) times the employee's hourly rate (Article IV, Section 1, 2 of Resolution 85-54). However, such paid leave of absence will not be utilized in determining the employee's post 171- hour entitlement to FLSA computation at the regular rate of pay.

Further, if, during the term of this Agreement, the Fair Labor Standards Act is either legislatively, administratively or judicially held inapplicable to any or all CPOA members then this section will be null and void except for those provisions which perpetuate overtime and premium compensation provisions as set forth in EMPLOYEE COMPENSATION RESOLUTION 85-54, and its successor (which will not alter counterpart overtime and premium compensation provisions of Resolution 85-54). Additionally, and to the extent that the Memorandum of Understanding, the Employee Compensation Resolution, and other City rules and regulations have been altered in

response to the FLSA, the status quo preceding this Memorandum of Understanding will be restored upon any described determination that the FLSA is no longer applicable to CPOA membership.

30. FLOATING HOLIDAY TIME

Following completion of six (6) months of continuous full-time City service, an employee will be credited with three and one half (3-1/2) days (35 hours) of Floating Holiday Time. Thereafter, employees are credited with three and one half (3-1/2) (35 hours) floating holidays in July of each year.

Employees will be permitted use of floating holiday time or conversion of said holiday time to cash in accordance with the provisions set forth in this Memorandum of Understanding and established City policies. (Refer to Holiday Pay Section.)

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

31. HAZARD COMPENSATION

A. Tactical Flight Officer Assignment

One (1) full-time employee will be assigned to Tactical Flight Officer as their primary assignment and will be provided with an additional monthly compensation of two and a half percent (2.5%) of the employee's regular base rate of pay.

In the event the assigned Tactical Flight Officer is unable to perform theses duties due to long-term illness or injury or any other approved long-term leave of absence, the Department shall designate a qualified relief Tactical Flight Officer to temporarily assume the duties. The relief employee shall receive the same Tactical Flight Officer pay for the period during which the duties are performed.

Assignment of relief Tactical Flight Officers shall be based on operational needs, experience, and relevant training, and shall be at the discretion of the Chief of Police or designee.

B. Motorcycle Duty Assignment

Employees on assignment to a motorcycle unit will be provided with an additional monthly compensation of two and a half percent (2.5%) of the employee's regular base rate of pay.

Employees will receive ten (10) hours straight time pay or compensatory time off each month. This is to compensate employees for time spent cleaning and maintaining the motorcycle. The time off will be coordinated with the Traffic Supervisor.

32. HOLIDAYS

The City has designated twelve (12) 10 ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees will be compensated in accordance with established policy governing holiday pay.

33. HOLIDAY PAY

Employees are credited, in July of each year, with one hundred and twenty (120) hours of holiday time and thirty five (35) hours of floating holidays. Employees, regardless of assignment, will have the option of converting said holiday time to cash or to accumulated time off. Any holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to the next. Any unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Holiday time converted to cash pursuant to exercise of this option will be compensated at straight time. Employees may receive payment for holidays in one lump sum, in a payroll check deposit separate from their regular payroll check, upon written request to the City's Finance Department/Payroll, at any time throughout the year. Requests submitted with time sheets will be paid with the next regular payroll check distribution. Holiday pay will be calculated at the pay rate at the time of cash out. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

Except for retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will reimburse the City upon termination of their employment.

34. INCENTIVE PAY

Resolution 85-54 is amended to allow for hiring incentives in order to attract and retain higher caliber employees. Effective February 4, 2020, the City will pay new-hire lateral officers (non-entry level) an incentive of $5,000 upon hire, and an additional $5,000 upon successfully passing the probation period. This replaces the prior incentive of the cash equivalent of one hundred and twenty (120) hours of pay upon successful completion of probation.

Source: Resolution No. 2020-007

35. INVESTIGATION PROCESS

The City will comply with Government Code Section 3303, as well as current department and City policy, regarding an investigation involving any employee represented by the Chino Police Officers Association.

36. INVESTIGATOR CALL-OUT PAY

A three (3) hour minimum guarantee earned at one and one-half (1 ½) times the employee's regular base rate of pay will be provided to employees who are off-duty and called back to conduct an investigation. This provision will apply to employees who are assigned as a Detective, Narcotics Investigator, and Traffic Investigator. Traffic Investigator is defined as those who have completed the required training pursuant to the Chino Police Department guideline for an Accident Investigator.

37. JURY DUTY

Employees will be compensated for jury duty service up to a total of ten (10) workdays during any fiscal year. A "workday" will be defined as a regularly scheduled day of work for the employee.

For all jury service, employees will be required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

38. LIFE INSURANCE

The City will provide, at City expense, one hundred thousand dollars ($100,000) life insurance coverage to all employees. See also Death Benefit Section of this MOU.

39. LONGEVITY PAY

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

40. MANAGEMENT RIGHTS

The City retains all rights, powers, and authority to manage, direct, and control its operations, except as specifically limited by this Memorandum of Understanding (MOU) or applicable law. These rights include, but are not limited to:

- Determining the organization, mission, and objectives of the agency or department.
- Establishing the mission of its constituent departments, commissions, and boards.
- Setting and modifying standards of service.
- Planning, directing, and controlling the workforce.
- Establishing policies, procedures, and standards for employee conduct and performance.
- Conducting performance evaluations and implementing performance improvement plans as necessary.
- Determining the number, location, and types of employees required.

- Hiring, promoting, transferring, assigning, and retaining employees.
- Establishing job classifications, qualifications, and standards for hiring, training, and performance evaluation.
- Exercising full control and discretion over the organization's structure and the technology used to perform work.
- Implementing corrective actions, including suspension, demotion, or termination, for just cause.
- Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.

There are no provisions in this MOU that shall be deemed to limit or curtail the City's rights, unless and only to the extent that the provision of this MOU specifically curtail or limit such rights.

Meet and Confer Obligation
Where required by law, the City agrees, prior to implementation, to meet and confer with CPOA concerning the impact of the exercise of City rights on wages, hours, and terms and conditions of employment.

41. MILEAGE REIMBURSEMENT

The City agrees to reimburse employees authorized by the Chief of Police for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for the mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Chief of Police and Finance Department that the mileage reimbursement for the employee may not be paid until the current vehicle coverage has been provided. The City uses the standard rate established by the Internal Revenue Service (IRS) to calculate reimbursements for mileage.

42. NEPOTISM POLICY

With regard to the hiring of relatives, the City has determined that a business purpose exists to dictate that the employment of relatives within City departments for certain positions is prohibited in order to promote supervision, safety, security, morale, and efficiency. As a result, the City adopted Resolution 2006-044, attached hereto as *Exhibit B*. The provisions of this Nepotism Policy shall be applicable to any individual hired by the City on or after June 20, 2006. This policy also applies to individuals who become related (as defined within exhibit) after commencement of employment by one or both individuals.

Source: Resolution Nos. 85-52, 98-83, 2006-44

43. ON-CALL COMPENSATION

Effective July 1, 2007, employees who are required to be on-call during off-duty hours will be compensated at the rate of two (2) hours of straight time pay for each full day (24 hours) while on call.

44. OVERTIME

Overtime for employees will be broken into three sections:

- Mandatory overtime will be all overtime which is assigned, and employees will receive pay or compensatory time off.

- Ordered mandatory overtime occurs when an employee is contacted and ordered to report to work immediately. An employee will receive a minimum of two (2) hours overtime pay starting from the time the employee is contacted and ordered to report to work immediately.

- Voluntary overtime will be limited to employees signing up for overtime to fill vacancies within the Department for the following reasons: Vacation relief, Compensatory time off, or position vacancy due to termination. Employees working voluntary overtime within their assigned bureau will receive pay or compensatory time off. Employees working voluntary overtime outside of their assigned bureau or at an event where an outside vendor is contracting with the City for Police services will receive pay (e.g. Concert at Prado Park, Grant funded operation).

Overtime earned shall be calculated based on the following:

- 1.5 times the employee's base hourly rate,
- Plus any applicable Specialty Pay (e.g., bilingual, other assignment-specific pays),
- Plus Hazard Pay, where applicable,
- Plus P.O.S.T. Certificate pay.

45. OVERTIME COMPENSATION - NON-PATROL

Effective July 1, 1987, employees who work beyond sixteen (16) consecutive hours within a 24-hour period will be compensated at two (2) times the employee's regular base rate of pay commencing on the 17th consecutive hour of work.

46. PHYSCIAL FITNESS PROGRAM (VOLUNTARY)

Effective July 1, 1995, attached hereto as *Exhibit C* and incorporated herein by reference as though set forth in full is the "VOLUNTARY PHYSICAL FITNESS PROGRAM" as adopted by the parties. The Voluntary Physical Fitness Program is available to sworn, non-probationary Association members only. Compensated time off or pay will be awarded between 1 and 30 hours during each fiscal year for demonstration of physical fitness.

It is expressly agreed and acknowledged by the parties that the decision to implement the Voluntary Physical Fitness Program was made with due consideration given to the City's concern that implementation of such a program will not generate Workers' Compensation liability. Therefore, the parties to this Agreement expressly agree and acknowledge that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment. It is further agreed that the CPOA will clearly inform all of its members that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment, that no City employee is expected to participate in said activities, and that the City will not be liable for the payment of Workers' Compensation benefits for any injuries arising from participation in

the program or from training/preparation which any employee undertakes for participation in the program. Each employee participating in the program will be required to sign the following acknowledgement at the inception of his/her participation, training, or preparation for the program:

"Participation by employees of the City of Chino in the Voluntary Physical Fitness Program and in training/preparation for participation in the program is strictly voluntary. No City employee is expected to participate in the program, and participation is not a part of any City employee's work-related duties. The City will not be liable for the payment of Workers' Compensation benefits for any injury which arises from participation in the Voluntary Physical Fitness Program, or from training/preparation for participation in the program.

I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers' Compensation claim which is related in any way to my participation, training, or preparation for the program.

Dated:

_____
Signature of Employee"

Employees may be awarded between 1 to 30 hours of pay or compensatory time off during each fiscal year for demonstration of physical fitness.

Effective July 1, 1997, rehired sworn employees will be allowed to participate in the Voluntary Physical Fitness Program.

The program will consist of a number of testing dates, to be determined together by the Association Board Members of the CPOA and CPMA. From the date of announcement of the testing schedule, testing will take place over a period of time not to exceed three (3) months from the date of the first test to the date of the final test.

Employees unable to participate in the testing process due to a work-related illness or injury will be credited the following year in which they participate in the program with benefits equal to two (2) years of credit.

47. P.O.S.T. CERTIFICATE PAY

Employees who have been employed by the City for at least six (6) months in the position of Police Officer or Corporal will be eligible to attempt to receive monthly compensation as follows for possession of the following certificate(s):

INTERMEDIATE	6% of monthly base salary; or
ADVANCED	12% of monthly base salary

Employees are eligible to concurrently receive the one-time Educational Incentive Pay benefit while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

48. PROBATIONARY PERIOD

The probationary period for employees in the following categories shall be as follows:

Newly Hired and Rehired Officers: Employees hired for the first time with the City of Chino or rehired into the position of Police Officer shall serve a minimum probationary period of eighteen (18) months from their official date of hire.

Lateral Hires: Employees hired as lateral transfers from another law enforcement agency, with prior experience in a comparable role, shall serve a probationary period of twelve (12) months from their official date of hire.

The Probationary period may be extended at the discretion of the Chief of Police or designee based on performance evaluations, training requirements, or other relevant factors deemed necessary to assess the employee's competency in the role. The extension of the probationary period may not exceed six (6) months, must be accompanied by a performance evaluation completed within thirty (30) days preceding when the employee's probationary period is due to end. The extension must be filed with the Human Resources department.

49. RANGE QUALIFICATION COMPENSATION

Effective July 1, 1987, employees required to spend time in shooting qualification, other than during a regularly scheduled work shift, or other times when the employee is being compensated by the City for attendance at a work site, will be provided with a two (2) hour minimum guarantee compensated at one and one-half (1 ½) times the employee's regular base rate of pay. Time spent in shooting qualification beyond the two (2) hour minimum guarantee will be compensated at one and one-half (1 ½) times the employee's regular hourly base rate of pay on an hour-per-hour basis.

50. RECRUITMENT INCENTIVE FOR RECOMMENDATION RESULTING IN SWORN HIRE AS FOLLOWS

- $2,000 @ hire + $500 @ completion of probation for Police Recruits (entry level).
- $4,000 @ hire + $1,000 @ completion of probation for lateral Police Officers.

To qualify for this incentive, an employee's name must be listed as the referral source on the sworn, new-hire's original employment application and be verified by Human Resources. If more than one employee's name is listed on the application as a referral source, the incentive will be split accordingly.

Note: Any Police Department Personnel who are assigned to the Training/Background Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless contact has been made solely and entirely outside of work hours.

51. REHIRE POLICY

Effective July 1, 1995, any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired not later than 6 months after the effective date of resignation and then employed in his or her former classification or in a position within the classification series held at the time of resignation and in a comparable or lower

rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired, will have his or her seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Effective July 1, 1997, employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back will be at the hourly rate existing upon rehire. Sick leave on record at the time of separation that was not compensated for will be reinstated. Further, rehired employees will be allowed to participate in the Voluntary Physical Fitness Program.

52. RETENTION OF DOCUMENTS

All written discipline, internal affairs investigations, and citizen complaints, five (5) years or older from the date complaint was received/discovered, will be purged from employees' Personnel Files and other City files. All Job Performance Evaluations will be purged from the employee's Personnel Files and other City files five (5) years after the date of the end of the Job Performance Evaluation Period. This stipulation affects all active employees only; records will not be tracked or purged for inactive/former employees.

53. RETIREMENT

Retirement Plans – The City has a three-tier retirement benefit as follows:

A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation
B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation
C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with final compensation for the purposes of calculating a new member's retirement allowance equal to the new member's highest average PERS compensation for 36 consecutive months of employment

Member Contribution to PERS

Members will contribute the employee rate of contributions each payroll. All employee-paid contributions to PERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h) (2) and PERS guidelines:

A. 3% at age 50, if hired before October 16, 2011:
    1) Employee contribution rate – 9% of reportable compensation
B. 3% at age 55, if hired on or after October 16, 2011:
    1) Employee contribution rate – 9% of reportable compensation
C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013:
    1) Employee contribution rate – 13% of reportable compensation (subject to change)

1959 Survivor's Benefit (Level IV) – The City will pay all costs for this benefit.

54. RETIREMENT HEALTH SAVINGS (RHS) PLAN

A Retirement Health Savings (RHS) Plan is available for employee contributions in accordance with IRS regulations. Employees covered under this bargaining group have elected to establish and contribute to this plan; contributions are as follows:

- All employees covered by this agreement will contribute 1% of base earnings each pay period.
- City will contribute three hundred dollars ($300) per month beginning January 1, 2023, deposited on a 24-pay period cycle.

Upon separation from the City, a 100% cash out of all qualifying, verified accrued Sick Leave at time of retirement, or a proportion of accrued leave at time of non-retirement separation, will be placed in the employees' Retirement Health Savings Plan. Refer to Sick Leave Buy Back Policy for eligible Sick Leave.

55. SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments)

All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.

Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate collections process against the employee.

C. Underpayments

In situations involving underpayments to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made,

following timely submission of appropriate documentation and necessary approval of the compensation change.

56. SALARY DIFFERENTIAL
Effective July 2, 1984, a 7.5% differential between Police Officer and Corporal will be maintained as part of the salary administration plan.

57. SENIORITY
Effective Fiscal Year 1976/77, the City and the CPOA agree to use seniority as method of determining shift work schedules and vacation.

For line level personnel (Patrol): Seniority will be determined by hire date with the Chino Police Department.

If two or more employees are at the same rank in the classification of Corporal, the one with more time in that position is the senior.

If two or more employees are promoted to Corporal at the same time, then longevity in the Chino Police Department at the lower-level rank is used to determine seniority.

If two new employees (in any job classification or at any rank) are hired at the same time, at the same step, for the same position, then City payroll numbers (determined alphabetically) will determine seniority with the lowest number being senior.

For added clarification, the City reserves the right to waive the seniority criteria and determine shift work scheduling and vacations as is necessary and desirable for the needs of the service, under emergency and/or temporary situations.

58. SEPARATION FROM CITY
At the discretion and approval of the Chief of Police , employees may be allowed to extend their last day of employment through the use of qualifying leave time for up to one (1) pay period beyond the last day the employee physically reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

For this article, qualifying leave time is defined as vacation, holiday or comp time. Sick leave usage will be allowed under the terms of Article 59 Sick Leave, and those provisions must be followed for any sick leave usage to be allowed under this article.

59. SICK LEAVE
Upon hire, employees will be credited with thirty (30) hours or three (3) days of sick leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous

full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of sick leave per month to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours used.

60. SICK LEAVE BUY-BACK

At separation of employment the City will buy back a percentage of the employee's accrued sick leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years of full-time City service. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

Effective July 1, 1987, the City will buy back 100% of Sick Leave upon retirement, service or disability, following completion of five (5) years of service with the City of Chino as the final employer.

Effective July 1, 2016, employees are required to deposit 100% of all eligible accrued sick leave, tax-free, in the employee's respective RHS Plan.

For non-retirement separations, the employee will be subject to Sick Leave Buy-Back eligibility requirements as indicated above, and the associated percentage of qualifying accrued sick leave will be deposited into the employee's respective RHS Plan, tax-free, at time of separation.

61. SICK LEAVE CONVERSION TO PERSONAL LEAVE

For employees who have earned sick leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave must be taken as time off with Department Director or designated representative approval and may not be carried from one fiscal year to the next. Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

62. SICK LEAVE PROGRAM

Employees having in excess of nine hundred and sixty (960) hours of accumulated sick leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

63. SPECIAL COMPENSATION PAYMENT SCHEDULE

Effective July 1, 1994 employees eligible to receive special compensation benefits, which are a percentage of base pay, such as P.O.S.T. Certificate Pay, Motorcycle Assignment Compensation, etc., will receive compensation paid over the normal twenty six (26) pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over twenty four (24) pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

64. SUPPLEMENTAL CONTRIBUTION FOR RETIREES

Effective July 8, 1998, employees separating from City of Chino employment as a result of a non-disputed disability or service retirement, after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City of Chino service will receive a total monthly supplemental contribution equal to fifteen dollars ($15.00) each month multiplied by the number of years of service from time of retirement and cease upon the event of the member's death. No benefit will be provided to any beneficiary after the member's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for

disability status. This benefit in its entirety will apply only to those sworn members of this CPOA employed as of June 30, 1998. Thereafter, no future CPOA members will qualify for this benefit at any level whatsoever, Future hires will be provided with no supplemental contribution for retirees.

65. TRAINING OFFICER PAY

Effective January 1, 2005, employees who are formally designated to act as a Training Officer, actually supervising a trainee, and doing so for no less than 50% of the Training Officer's regularly scheduled shift, will earn one and one-half (1 ½) hours of pay for each shift served as a Training Officer. This pay will have no limiting effect on the receipt of overtime by the training employee when overtime is authorized by the supervisor.

66. TUITION ADVANCE PROGRAM

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee what the nature of the funds, without the necessity of a judgment being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

67. TUITION REIMBURSMENT – ENHANCED PROGRAM

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making an application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources Department/Risk Management no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

68. UNIFORM CLEANING/CLOTHING ALLOWANCE

Effective January 1, 2005, employees receive an annual allowance of seven hundred and seventy dollars ($770). Employees will receive payment for their Cleaning/Clothing Allowance one (1) time per year. This payment will be in a check separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually by each employee.

69. VACATION LEAVE

Maximum accrual of vacation is four hundred (400) hours. Upon termination of employment, accrued vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule vacation time off for rest and recuperation in order that earned vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6-24	12 days p/year (10.0000 hours p/month)
25-48	15 days p/year (12.5000 hours p/month)
49-108	18 days p/year (15.0000 hours p/month)
109-120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

At separation from this Association or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay.

Employees will be permitted to use and/or receive compensation for Vacation time in accordance with the provisions set forth in this Memorandum of Understanding and established City policies.

70. VACATION LEAVE CONVERSION

Employees who have accrued a minimum of one hundred and twenty (120) Vacation hours may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to conversion, half the number of accrued leave hours requested, excluding sick leave, must have been taken as time off. The usage requirement is waived for "activated" military personnel.

71. VEHICLE - CITY

Certain personnel, at the discretion of the Chief of Police and City Manager, will be provided with a City vehicle while maintaining on-call status. In addition, qualifying officers and corporals assigned to the Detective Bureau may also be provided an assigned take-home vehicle as available.

72. WORK SCHEDULE

Employees will be assigned to work various schedules based on the operational needs of the Police Department. Work schedules may include but are not limited to: A 4/10, 5/8, or other alternative work schedule as determined by the Chief of Police or designee.

Shift assignments and work schedules will be established in accordance with departmental needs, ensuring adequate coverage and operational efficiency. Any modifications to an employee's schedule will be communicated in advance, following department policies.

73. WORKERS' COMPENSATION PROGRAM

Whenever an employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of his/her duties, the employee will be compensated pursuant to Labor Code Section 4850.

74. WORKERS' COMPENSATION PREMIUM PAYMENT

Effective December 17, 1997, in the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the ten percent (10%) premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of Claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues of misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done as recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

75. SAVINGS CLAUSE

Should any clause in this Memorandum of Understanding be held invalid by a court of competent jurisdiction, then only that clause will be stricken, and the remainder of the Memorandum of Understanding will be in full force and effect. The City and the CPOA will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

76. MAINTENANCE OF EXISTING BENEFITS

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by employees will remain in full force and effect during the term of this Agreement unless mutually agreed to the contrary by both the City and the CPOA.

77. IMPLEMENTATION

The terms of this Memorandum of Understanding have been codified in this document and agreed upon by the President of the CPOA and City Manager of the City of Chino and will only be implemented upon approval by the City Council.

78. NO STRIKE PROVISION

During the term of this Agreement, the Association, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walk-out, work stoppage, job action, slow down, speed up, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations.

The City retains the right that it may take lawful remedies for the disciplinary action available under its Employer-Employee Relations Section of their Personnel Rules and Regulations and/or any other Department Policies.

79. TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and COPA agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Alex Wright, President
Chino Police Officers Association

7-29-25
Date

Linda Reich, City Manger
City of Chino, California

7-31-25
Date

Theresa Doyle, Director of
Human Resources/Risk Management
City of Chino, California

7-24-2025
Date

RESOLUTION NO. 2003-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 98-39 PERTAINING TO THE PROCEDURE FOR DISCIPLINARY ACTION AND DISCIPLINARY APPEAL

WHEREAS, the City Council has established a procedure for Disciplinary Action and Disciplinary Appeal through the adoption of Resolution No. 98-39; and

WHEREAS, recent case law has further defined the methods for selection of Hearing Officers; and

WHEREAS, the City Council wishes to amend the current Disciplinary Appeal process in keeping with case law as it relates to the selection of Hearing Officers.

NOW, THEREFORE, the City Council of the City of Chino, California, does hereby resolve as follows:

Resolution No. 98-39 is rescinded in its entirety and Sections 3 through 5 of Rule XIV of Resolution No. 85-52 are amended as follows:

SECTION 3. Notification of Proposed Disciplinary Action:

A. No Disciplinary Action (other than a Written Reprimand for a non-sworn employee) may be imposed on an employee without compliance with the procedures set forth in this Rule.

B. When Disciplinary Action (other than a Written Reprimand for a non-sworn employee) is proposed, Written Notice will be provided to the employee which must contain the following information:

a) The identity of the supervisor or Department Director proposing the discipline;

b) What the proposed Disciplinary Action is, and the date and time it is proposed to become effective;

c) The specific grounds for the proposed Disciplinary Action including a description of the employee's acts and/or failures to act which are the basis for the proposed Disciplinary Action;

d) A copy of all materials and documents on which the proposed Disciplinary Action is based; and

e) Notice that the employee has the right to present to the Department Director argument and/or documents against the proposed discipline prior to its imposition by:

a) Filing a Written Response to the Written Notice; or
b) Scheduling a meeting with the Department Director

within 5 work days following receipt of the Written Notice.

C. After considering the employee's evidence and/or arguments against the proposed Disciplinary Action (if any is offered) the Department Director may:

1. Overrule; or
2. Modify; or
3. Impose

the proposed Disciplinary Action and then notify the employee in writing of the determination within 5 work days, following receipt of the employee's Written Response or date of meeting with the employee. If no evidence and/or arguments are offered by the employee, the Department Director will make a decision based on the available information.

4. If the Department Director imposes discipline, the date and time when it will become effective will be noted in a Written Determination which the Department Director will provide to the employee.

SECTION 4. Public Safety Officers' Procedural Bill of Rights Act:

Nothing in this Rule shall be construed to waive any rights of an employee held pursuant to the Public Safety Officers' Procedural Bill of Rights Act (Government Code Section 3300, et. Seq.).

In the event that a sworn Officer receives disciplinary action consisting of a Written Reprimand, or Oral Reprimand, the sole and exclusive procedure for appealing said discipline is as follows:

Within 5 work days of the time a Written Reprimand or Oral Reprimand is issued, the employee is entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action.

The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee may be heard orally or in writing. The supervisor will have 10 work days to respond to the employee. If the supervisor does not respond within 10 work days of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within 10 work days of the supervisor's response to the employee's appeal, or 10 work days after the time for the supervisor to respond has passed, the employee will then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal will be to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee may be heard orally or in writing. The Chief of Police shall have 10 work days to respond to the employee. If the Chief of Police does not respond within 10 work days of the administrative appeal meeting, the original disciplinary action will be deemed unchanged.

The determination of the Chief of Police will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the Chief of Police.

SECTION 5. Relieving from Duty:

An employee may be relieved from duty pending an investigation of his/her acts and/or failures to act which may be grounds for Disciplinary Action. The relieving of an employee from duty is not a disciplinary act. The employee will be considered on a leave of absence with pay for purposes of salary, benefits, and service time.

SECTION 6. Disciplinary Appeal:

A. Appeal

An employee against whom Disciplinary Action has been taken may appeal such action to the City Manager by filing a written Notice of Appeal with the City Manager within 10 work days from the effective date of the Disciplinary Action.

The Notice of Appeal shall be signed by the employee or his/her representative and shall contain:

1. A statement describing the specific basis of the employee's appeal;
2. The corrective action requested; and
3. The address to which further correspondence should be sent.

Failure of the employee to file a timely appeal will constitute a waiver of the employee's right to a Hearing.

The City Manager, or a Hearing Officer appointed by the City Manager from the American Arbitration Association, shall schedule a Hearing on the employee's appeal within 30 calendar days of receipt of the employee's written Notice of Appeal.

B. Appeal Hearing

The employee may be represented by an attorney, an employee relations professional, or representative of the recognized employee association of which the employee is a member.

Each party shall be given a reasonable opportunity to be heard on relevant issues and will have the right to cross-examine witnesses.

The City shall have the burden of going forward and the burden of proof. The burden of proof shall be a preponderance of the evidence.

Compliance with the technical rules of evidence applied in a court of law will not be required. Oral evidence will be taken under oath. Hearsay evidence will be admissible, but will not be sufficient alone to support a finding unless it would be admissible over objection in civil actions. Immaterial, irrelevant or unduly repetitious evidence may be excluded. The rules of privilege shall apply.

If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

C. Findings

1. If the Hearing is conducted by the City Manager, the City Manager will prepare Written Notice as to whether the Disciplinary Action is:

    a. Affirmed, or
    b. Modified, or
    c. Reversed, or
    d. Increased

2. The Written Notice will also contain a Notice of Decision and Findings of Fact. Copies shall be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management.

3. If the Hearing is conducted by a Hearing Officer, he/she shall prepare a Written Recommendation to the City Manager as to whether the Disciplinary Action shall be Affirmed, Modified, Reversed or Increased and will contain a Notice of Decision and Findings of Fact. Copies shall be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management.

4. The decision of the City Manager will be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management, no later than 30 calendar days from the conclusion of the Hearing. If the Hearing is conducted by a Hearing Officer, the conclusion of the Hearing will be the date that the Written Recommendation is received by the City Manager from the Hearing Officer. In all cases the decision of the City Manager will be final and conclusive.

5. If the City Manager does not adopt the recommended decision of the Hearing Officer, the City Manager will review the transcript of the Hearing and give both sides an opportunity to present oral argument, not to exceed 30 minutes, to him/her before making a final decision.

6. If a Hearing Officer is selected to conduct the Hearing, that Hearing Officer will be ineligible to hear any other case for the City for a minimum of 18 months after the Hearing Officer renders a Written Recommendation to the City Manager.

APPROVED AND ADOPTED THIS 4th DAY OF MARCH, 2003.

EUNICE M. ULLOA, MAYOR
CITY OF CHINO, CALIFORNIA

ATTEST:

LENNA J. TANNER, CITY CLERK
CITY OF CHINO, CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF CHINO)

I, Lenna J. Tanner, City Clerk of the City of Chino, California, do hereby certify that the foregoing Resolution No. 2003-11 was duly and regularly introduced, passed and adopted by the City Council of the City of Chino, California, at a regular meeting of said City Council held on the 4th day of March, 2003.

AYES:	COUNCIL MEMBERS:	ULLOA, DUNCAN, ELROD, HAUGHEY, YATES
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

LENNA J. TANNER, CITY CLERK
CITY OF CHINO

orig: Valut
xc: M. Sakamoto (HR)

RESOLUTION NO. 2006-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 85-52, PERSONNEL RULES, AND RESCINDING RESOLUTION NO. 98-38 IN ITS ENTIRETY

WHEREAS, the City Council of the City of Chino established Personnel Rules for City employees with the adoption of Resolution No. 85-52; and

WHEREAS, a revision to the existing Personnel Rules is required to bring current City policy and procedures with reference to the hiring of relatives, which requires modifying Resolution No. 85-52 and rescinding Resolution No. 98-83 in its entirety.

NOW, THEREFORE, the City Council of the City of Chino does hereby resolve as follows:

SECTION 8 of RULE IX is amended as follows:

SECTION 8. Nepotism Policy:

1. "Relative" refers to spouse, child, stepchild, parent, stepparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any other individual related by blood or marriage.

2. "Employment" refers to the relationship between the City and an individual where services are rendered by the individual and compensation for such services are either paid from City funds or from third party grants or monetary sources which are paid to the individual because of his/her rendering of services at the request and direction of the City. This includes those individuals who are paid through contract services.

3. "Marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purposes of this policy. Further, a "spouse" is defined as a partner in marriage.

4. Relatives of the following City employees or officials cannot be employed by the City:

   a) City Council members
   b) Board and Commission members (in the same department for which the Board or Commissioner serves)
   c) City Manager
   d) Assistant City Manager
   e) Any employee of the Human Resources Department
   f) All Other Department Directors (in the same department as "Relative")

g) Confidential employees (in the same department as "Relative")
h) Employees assigned to Payroll

5. The City has determined that a business purpose exists to dictate that the employment of relatives within City departments is prohibited in order to promote supervision, safety, security, morale and efficiency when such employment would result in any of the following:
   a) a negative impact upon the ability of a supervisor to effectively and efficiently perform his/her duties with a related individual;
   b) both employees having job duties which results in the performance of shared duties on the same or related work assignments;
   c) both employees are under jurisdiction of the same immediate supervisor;
   d) the work involves potential conflicts of interest or other hazards greater for married couples or relatives than for unrelated persons.

6. The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse or relative where there is a potential for creating adverse impact on supervision, safety, security or morale.

7. The City retains the right to refuse to place both spouses or other relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.

8. In order to implement such policies and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be made by the City in order to obtain the best operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative or civil appeal.

9. In lieu of a transfer from one department to another, or in situations where no classification exists to which a spouse or other relative can be transferred, married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the City Manager. However, any such reporting to the same supervisor, being supervised by each other, working the same shift at the same work site or otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale will be avoided.

10. If continuing employment of the two spouses or other relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains the sole discretion to separate one

spouse or other relative from City employment. Absent resignation by one affected spouse or other relative, the less senior of the involved spouses or other relative will be subject to termination and it will not constitute discipline or punitive action and will not be subject to any administrative or civil appeal.

11. The provisions of this Nepotism Policy shall be applicable to any individual hired by the City on or after the date of its adoption. This Nepotism Policy will also apply to individuals who become related as defined herein after commencement of employment by one or both individuals.

APPROVED AND ADOPTED THIS 20th day of June, 2006.

DENNIS R. YATES, MAYOR

ATTEST:

LENNA J. TANNER, CITY CLERK
CITY OF CHINO

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF CHINO)

I, Lenna J. Tanner, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of June 2006, by the following vote to wit:

AYES:	COUNCIL MEMBERS:	YATES, DUNCAN, ELROD, HAUGHEY, ULLOA
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

LENNA J. TANNER, CITY CLERK

EXHIBIT C

CHINO POLICE ASSOCIATION

MEMORANDUM

DATE: November 02, 1996

TO: Geriann Kingslan, Personnel Director

FROM: Jeff Allison, C.P.A. President

SUBJECT: Physical Fitness Program

As stated in our previous conversation, representatives from the Chino Police Association and the Chino Police Management Association met to discuss adjustments to the Voluntary Physical Fitness Program. The current program which allows for a participant to accrue either 10, 20 or 30 hours of compensatory time off does nothing to encourage participation or performance. Additionally, the current program is outdated with its inclusion of bent knee sit-ups which have not been recommended by health professionals for a number of years.

The Associations' proposal allows a participant to accrue anywhere from 1 to 30 hours of compensatory time off based on an individual's performance. The proposed program encourages performance and participation.

The Associations agree with the City in that flexibility is an important part of fitness. Keeping this in mind, we offer the following as pre-qualifiers for taking part in the physical fitness testing. If a participant is unable to perform any of the flexibility tests, he/she will not be permitted to continue with testing.

The following musculo-skeletal flexibility and strength tests were taken from the pre-hire physical required by the City of Chino.

1.)	FORWARD BENDING-	From standing position, a participant can touch his/her toes (gap of up to 6" is acceptable).
2.)	BACK BENDING-	From standing position, a participant can bend at least 20 degrees backwards.
3.)	SIDE BENDING-	From standing position, a participant can touch lateral knee with fingertips on both sides.
4.)	TRUNK ROTATION-	From standing position with hands on waist, a participant can twist to each side. The shoulders will line up as the participants twist.

5.) SITTING REACH- From a sitting position with knees straight, the participant can touch his/her toes.

6.) HAMSTRING- From either a sitting or supine position with legs fully extended, the participant can lift each leg straight up at least 70 degrees. (foot bottom should be toward ceiling.)

If a participant successfully completes the pre qualifying flexibility tests, he/she may move on to the physical fitness qualification portion of the test.

1.5 MILE RUN(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	14:00-under	15:00-under	16:00-under	17:00-under	18:00-under
09	14:01-14:15	15:01-15:15	16:01-16:15	17:01-17:15	18:01-18:15
08	14:16-14:30	15:16-15:30	16:16-16:30	17:16-17:30	18:16-18:30
07	14:31-14:45	15:31-15:45	16:31-16:45	17:31-17:45	18:31-18:45
06	14:46-15:00	15:46-16:00	16:46-17:00	17:46-18:00	18:46-19:00
05	15:01-15:15	16:01-16:15	17:01-17:15	18:01-18:15	19:01-19:15
04	15:16-15:30	16:16-16:30	17:16-17:30	18:16-18:30	19:16-19:30
03	15:31-15:45	16:31-16:45	17:31-17:45	18:31-18:45	19:31-19:45
02	15:46-16:00	16:46-17:00	17:46-18:00	18:46-19:00	19:46-20:00
01	16:01-16:15	17:01-17:15	18:01-18:15	19:01-19:15	20:01-20:15

1.5 MILE RUN(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	12:00-under	13:00-under	14:00-under	15:00-under	16:00-under
09	12:01-12:15	13:01-13:15	14:01-14:15	15:01-15:15	16:01-16:15
08	12:16-12:30	13:16-13:30	14:16-14:30	15:16-15:30	16:16-16:30
07	12:31-12:45	13:31-13:45	14:31-14:45	15:31-15:45	16:31-16:45
06	12:46-13:00	13:46-14:00	14:46-15:00	15:46-16:00	16:46-17:00
05	13:01-13:15	14:01-14:15	15:01-15:15	16:01-16:15	17:01-17:15
04	13:16-13:30	14:16-14:30	15:16-15:30	16:16-16:30	17:16-17:30
03	13:31-13:45	14:31-14:45	15:31-15:45	16:31-16:45	17:31-17:45
02	13:46-14:00	14:46-15:00	15:46-16:00	16:46-17:00	17:46-18:00
01	14:01-14:15	15:01-15:15	16:01-16:15	17:01-17:15	18:01-18:15

3.0 MILE WALK(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	38:00-under	40:00-under	42:00-under	44:00-under	46:00-under
09	38:01-39:00	40:01-41:00	42:01-43:00	44:01-45:00	46:01-47:00
08	39:01-40:00	41:01-42:00	43:01-44:00	45:01-46:00	47:01-48:00
07	40:01-41:00	42:01-43:00	44:01-45:00	46:01-47:00	48:01-49:00
06	41:01-42:00	43:01-44:00	45:01-46:00	47:01-48:00	49:01-50:00
05	42:01-43:00	44:01-45:00	46:01-47:00	48:01-49:00	50:01-51:00
04	43:01-44:00	45:01-46:00	47:01-48:00	49:01-50:00	51:01-52:00
03	44:01-45:00	46:01-47:00	48:01-49:00	50:01-51:00	52:01-53:00
02	45:01-46:00	47:01-48:00	49:01-50:00	51:01-52:00	53:01-54:00
01	46:01-47:00	48:01-49:00	50:01-51:00	52:01-53:00	54:01-55:00

3.0 MILE WALK(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	36:00-under	39:00-under	41:00-under	43:00-under	45:00-under
09	36:01-37:00	39:01-40:00	41:01-42:00	43:01-44:00	45:01-46:00
08	37:01-38:00	40:01-41:00	42:01-43:00	44:01-45:00	46:01-47:00
07	38:01-39:00	41:01-42:00	43:01-44:00	45:01-46:00	47:01-48:00
06	39:01-40:00	42:01-43:00	44:01-45:00	46:01-47:00	48:01-49:00
05	40:01-41:00	43:01-44:00	45:01-46:00	47:01-48:00	49:01-50:00
04	41:01-42:00	44:01-45:00	46:01-47:00	48:01-49:00	50:01-51:00
03	42:01-43:00	45:01-46:00	47:01-48:00	49:01-50:00	51:01-52:00
02	43:01-44:00	46:01-47:00	48:01-49:00	50:01-51:00	52:01-53:00
01	44:01-45:00	47:01-48:00	49:01-50:00	51:01-52:00	53:01-54:00

PUSH-UPS(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	26	24	22	17	15
09	25	23	21	16	14
08	24	22	20	15	13
07	23	21	19	14	12
06	22	20	18	13	11
05	21	19	17	12	10
04	20	18	16	11	09
03	19	17	15	10	08
02	18	16	14	09	07
01	17	15	13	08	06

PUSH-UPS(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	34	27	21	17	16
09	33	26	20	16	15
08	32	25	19	15	14
07	31	24	18	14	13
06	30	23	17	13	12
05	29	22	16	12	11
04	28	21	15	11	10
03	27	20	14	10	09
02	26	19	13	09	08
01	25	18	12	08	07

BENT KNEE CRUNCHES(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	39	32	28	22	20
09	38	31	27	21	19
08	37	30	26	20	18
07	36	29	25	19	17
06	35	28	24	18	16
05	34	27	23	17	15
04	33	26	22	16	14
03	32	25	21	15	13
02	31	24	20	14	12
01	30	23	19	13	11

BENT KNEE CRUNCHES(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	46	39	35	30	26
09	45	38	34	29	25
08	44	37	33	28	24
07	43	36	32	27	23
06	42	35	31	26	22
05	41	34	30	25	21
04	40	33	29	24	20

03	39	32	28	23	19
02	38	31	27	22	18
01	37	30	26	21	17

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE OFFICERS ASSOCIATION
JULY 1, 2025 – JUNE 30, 2027

This Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Officers Association covering the period of July 1, 2025 through June 30, 2027 ("CPOA MOU 2025-27"), is entered into by and between the City of Chino ("City") and the Chino Police Officers Association ("CPOA").

RECITALS:

WHEREAS, CPOA is the recognized employee organization for all regular full-time, non-management sworn Police Department employees in the City of Chino as identified in the CPOA MOU 2025-27; and

WHEREAS, to fulfill its obligation under the CPOA MOU 2025-27, the City is committed to maintaining sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank, used in the 2022 Total Compensation Survey and a total compensation survey has been completed to determine the cost of living wage adjustments needed to maintain sworn personnel at the number three (3) ranking; and

WHEREAS, the labor representatives of the City and CPOA have determined that revising the language of Article 15 on cost of living wage adjustments in the CPOA MOU 2025-27 would be in the best interests of the City and the parties for maintaining sworn personnel at number three (3) among the Council-approved comparison agencies and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that revising the language of Article 19 on deferred compensation in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to increase the City's deferred compensation contribution and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that combining and updating the language of Articles 29, 44, and 45 on the Fair Labor Standard Act and Overtime Compensation in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the calculation of overtime and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that revising the language of Article 50 on recruitment incentive in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to correct the recruitment incentive amounts for lateral sworn hires and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have also determined that updating the language of Article 52 on the retention of documents in the CPOA MOU 2025-27 would be in the best interests of the City and the parties so that applicable documents in an employee's personnel file and other City files will be purged in accordance with the City's Retention Policy and the minimum requirements of the California Penal Code and any other applicable state or federal law and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPOA have further determined that revising the language of Article 68 on uniform cleaning/clothing allowance in the CPOA MOU 2025-27 would be in the best interests of the City and the parties to update the payment method for uniform cleaning/clothing allowance and address reporting requirements to CalPERS and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPOA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Amendment No. 1 to the CPOA MOU 2025-27, the parties hereto agree to the following updates and/or amendments made to the current/existing language in the CPOA MOU 2025-27 and where there is duplicative language or provisions this Amendment No. 1 language supersedes and governs.

ARTICLE 15. COST OF LIVING ADJUSMENT

Currently reads as follows:

A Total Compensation Survey will be conducted in August 2025 using the same criteria and survey cities used in the 2022 Total Compensation Survey. The City agrees to maintain sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank. Any adjustments necessary to meet that benchmark will be retroactive to the pay period that includes July 1, 2025.

The same process will apply every August with any necessary adjustments to retain sworn classifications in the top 3 ranking being retroactive to the pay period that includes July 1. Benefit Bank updates for the next year will be implemented in December of the year they are released.

Definition of Total Compensation

For purposes of this Article, total compensation shall consist of the following elements:

- Base salary
- Uniform allowance
- Shift differential (graveyard shift)
- Advanced POST pay
- City-paid Deferred Compensation contribution
- City-paid Retiree Health Savings (RHS) contribution
- Employer-paid healthcare contribution
- Longevity pay ($500 at 5 years = $8.33 monthly value)

Minus the employee-paid PERS PEPRA contribution rate

Effective upon approval of the City Council, this Article shall be modified as follows:

Increase to employee's base wages/salary ranges will be as follows:

- Effective the beginning of the pay period including July 1, 2025: Three percent (3%)

Definition of Total Compensation

For purposes of this Article, total compensation shall consist of the following elements:

- Base salary
- Uniform allowance
- Shift differential (graveyard shift)
- Advanced POST pay
- City-paid Deferred Compensation contribution
- City-paid Retiree Health Savings (RHS) contribution
- Employer-paid healthcare contribution
- Longevity pay ($1,500 at 15 years = $8.33 monthly value)

Minus the employee-paid PERS PEPRA contribution rate

ARTICLE 19. DEFERRED COMPENSATION

Currently reads as follows:

A deferred compensation plan, 457(b) and/or 401(a), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Employees will receive a two hundred and fifty dollar ($250) per month City contribution to their City Deferred Compensation account, 401(a).

"Catch-up" Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal

and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued sick/vacation leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Sick/vacation leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to his/her planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of his/her planned retirement date, have "457 catch-up" privileges available to him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

“Catch-up” - Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the “Catch Up” provision provided through the City’s 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

To participate, the employee will select the amount of sick leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee’s Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

“Catch-up” hours advanced will be added back to the employee’s Sick Leave bank for the sick leave program calculation.

“Catch-up”– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee’s Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining his/her Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Age 50+ Catch-up"
In the calendar year you attain age 50 (or older), you may contribute an additional amount over the normal maximum contribution limit per the IRS. The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick Leave hours and/or accrued Vacation Leave hours to contribute this additional amount. This provision may be used regardless of the amount of deferrals the employee currently contributes.

Contributions to deferred compensation will be discontinued while an employee is receiving Workers' Compensation payments.

Effective upon approval of the City Council, this Article shall be modified as follows:
City Contribution
Employees will receive a three hundred and fifty dollar ($350) per month City contribution to their City Deferred Compensation account, 401(a).

ARTICLE 29. FAIR LABOR STANDARDS ACT
Currently reads as follows:
In accord with the FLSA, the City will pay all CPOA members at the overtime rate as mandated by the FLSA, and with regard to "law enforcement personnel" as that term is defined in the FLSA. Such FLSA mandated overtime rate will be paid for all hours worked in excess of 171 in a designated 28-day period as required by 29 USC Section 207(k).

In connection with "law enforcement personnel", the City will designate thirteen (13), twenty-eight (28) day periods for each calendar year. In determining the quantity of "hours worked", as that term is defined in the FLSA, time for which persons are compensated, but do not actually work, will not be counted as "hours worked" for purposes of making FLSA computations. Such paid leave hours which will be excluded from the computation of "hours worked" as set forth in the FLSA, are sick leave, holiday pay, vacation pay, personal holiday pay, military leave, bereavement leave, jury duty pay, civic responsibility leave, long term disability leave, industrial leave such as set forth in California Labor Code Section 4850, and police CPOA board hours.

However, this section will not diminish or alter any provision of EMPLOYEE COMPENSATION RESOLUTION 85-54, which provided for overtime pay, call-back pay, court appearance pay, court stand-by pay and other forms of premium compensation. Thus, such overtime and premium compensation computations will continue to include the above-described paid leave hours in computing overtime and premium compensation payments other than those regulated by the FLSA. For example, if an employee actually works 75 hours in any two (2) consecutive work weeks and utilizes ten (10) hours of sick leave in said time period, then the employee will receive

five (5) hours of overtime at one and one-half (1 ½) times the employee's hourly rate (Article IV, Section 1, 2 of Resolution 85-54). However, such paid leave of absence will not be utilized in determining the employee's post 171- hour entitlement to FLSA computation at the regular rate of pay.

Further, if, during the term of this Agreement, the Fair Labor Standards Act is either legislatively, administratively or judicially held inapplicable to any or all CPOA members then this section will be null and void except for those provisions which perpetuate overtime and premium compensation provisions as set forth in EMPLOYEE COMPENSATION RESOLUTION 85-54, and its successor (which will not alter counterpart overtime and premium compensation provisions of Resolution 85-54). Additionally, and to the extent that the Memorandum of Understanding, the Employee Compensation Resolution, and other City rules and regulations have been altered in response to the FLSA, the status quo preceding this Memorandum of Understanding will be restored upon any described determination that the FLSA is no longer applicable to CPOA membership.

ARTICLE 44. OVERTIME

Overtime for employees will be broken into three sections:

- Mandatory overtime will be all overtime which is assigned, and employees will receive pay or compensatory time off.

- Ordered mandatory overtime occurs when an employee is contacted and ordered to report to work immediately. An employee will receive a minimum of two (2) hours overtime pay starting from the time the employee is contacted and ordered to report to work immediately.

- Voluntary overtime will be limited to employees signing up for overtime to fill vacancies within the Department for the following reasons: Vacation relief, Compensatory time off, or position vacancy due to termination. Employees working voluntary overtime within their assigned bureau will receive pay or compensatory time off. Employees working voluntary overtime outside of their assigned bureau or at an event where an outside vendor is contracting with the City for Police services will receive pay (e.g. Concert at Prado Park, Grant funded operation).

Overtime earned shall be calculated based on the following:

- 1.5 times the employee's base hourly rate,
- Plus any applicable Specialty Pay (e.g., bilingual, other assignment-specific pays),
- Plus Hazard Pay, where applicable,
- Plus P.O.S.T. Certificate pay.

ARTICLE 45. OVERTIME COMPENSATION - NON-PATROL

Effective July 1, 1987, employees who work beyond sixteen (16) consecutive hours within a 24-hour period will be compensated at two (2) times the employee's regular base rate of pay commencing on the 17th consecutive hour of work.

Effective upon approval of the City Council, the Article shall be modified as follows (Combines and replaces entirely current CPOA MOU Articles 29, 44, and 45):

A. FLSA/Overtime Acknowledgement and Implementation

The City of Chino and the Chino Police Officers Association (CPOA) acknowledge that the Fair Labor Standards Act (FLSA) requires overtime pay (time-and-a-half) for public safety employees after 40 hours a week, but a special Section 7(k) exemption allows for extended work periods, such as 7 to 28 days, for law enforcement personnel. Under the 7(k) exemption, overtime is calculated based on a set number of hours worked within the specified work period, not just a 40-hour work week. Public agencies can also use compensatory time off (comp time) in lieu of cash overtime at a rate of 1.5 hours of comp time for every overtime hour worked, with specific accrual limits.

The City has established a specific work period under §207(k) for CPOA represented public safety employees of 28 days, with overtime triggered only after 171 hours worked in that work period. In connection therewith, the City will designate thirteen (13), twenty eight (28) day periods for each calendar year.

The parties also recognize that this MOU provides a separate and more generous benefit referred to as "contractual overtime" which does not require employees to meet the FLSA twenty eight (28) day/171-hour threshold to be entitled to contractual overtime pay as further defined and explained below.

Pursuant to this MOU, hours of paid leave (vacation, compensatory time, holiday time) shall count as hours worked when determining contractual overtime eligibility under this section. Such leave hours shall not count as hours worked for purposes of meeting the FLSA §207(k) threshold.

B. Time Accrual

Employees may elect to accrue compensatory time off in lieu of cash overtime, at 1.5 hours for each hour worked, subject to supervisory approval and accrual limits under Article 13. Certain duties, meetings, trainings, or tasks may be offered as "comp time only" and must be clearly identified as such before the employee accepts the assignment. Acceptance of such assignment is voluntary.

C. Contractual Overtime Defined

Employees will receive paid overtime for hours worked beyond their scheduled daily hours or beyond forty (40) hours in a Monday-Sunday workweek. Voluntary schedule adjustments for trainings or travel do not qualify for overtime unless they results in more than forty (40) hours worked in the Monday-Sunday workweek. Contract overtime will be paid at one and one half times (1.5x) the employee's contractual overtime rate.

Example: A Patrol Officer scheduled for 11.5 hours who works 15 hours will receive 3.5 hours of contractual overtime.

D. Two-Hour Minimum for Call-In Overtime

Except as otherwise noted in this MOU, if an employee is contacted and ordered to report to work immediately outside of their regularly scheduled shift, they will receive a minimum of two (2) hours of contract overtime pay starting from the time of contact.

E. Double Time Compensation

Employees who work in excess of sixteen (16) consecutive hours within a twenty-four (24) hour period will be compensated at two (2) times the employee's contractual overtime rate, beginning with the seventeenth (17^{th}) consecutive hour of work.

For purposes of this section, the "contractual overtime rate" shall have the same definition as provided in Section F of this Article and shall include base hourly pay, P.O.S.T. certificate pay, specialty/assignment/hazard pay, and bilingual pay, calculated on a forty (40) hour work week.

F. Contractual Overtime Rate Defined

For purposes of contract overtime calculations, the "contractual overtime rate" shall include only the following:

1. Base hourly pay;
2. All P.O.S.T. certificate pay(s) calculated as an hourly rate based on a 40-hour work week;
3. Specialty/assignment/hazard pay calculated as an hourly rate based on a 40-hour work week; and
4. Bilingual pay calculated as an hourly rate based on a 40-hour work week.

The total of these pays will be multiplied by 1.5 to determine the employee's "contractual overtime rate".

G. FLSA Compliance

- At the end of each 28-day work period, the City will confirm that all hours over the §207(k) 171-hour threshold have been compensated at not less than one and one half times (1.5x) the contractual overtime rate as defined above.
- Contract overtime payments made during the work period shall be credited toward satisfying the City's FLSA overtime obligations for that period, provided they equal to or exceed the amount owed under the FLSA calculation.
- If the contract overtime calculation results in an amount lower than the FLSA requirement for that period, the City will issue a supplemental payment covering the difference.
- No offsets will be made between work periods.

H. Controlling Provisions

If any provision of this section conflicts with the FLSA's minimum requirements, the City will apply the standard that results in the greater overtime benefit to the employee. This MOU will take precedence over any conflict with any prior enacted MOU or City Resolution covering the same subject matter. This section shall not be unilaterally modified or interpreted in a manner that reduces overtime benefits provided by this MOU.

ARTICLE 50. RECRUITMENT INCENTIVE FOR RECOMMENDATION RESULTING IN SWORN HIRE AS FOLLOWS

Currently reads as follows:

- $2,000 @ hire + $500 @ completion of probation for Police Recruits (entry level).
- $4,000 @ hire + $1,000 @ completion of probation for lateral Police Officers.

To qualify for this incentive, an employee's name must be listed as the referral source on the sworn, new-hire's original employment application and be verified by Human Resources. If more than one employee's name is listed on the application as a referral source, the incentive will be split accordingly.

Note: Any Police Department Personnel who are assigned to the Training/Background Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless contact has been made solely and entirely outside of work hours.

Effective upon approval of the City Council, this Article shall be modified by wholly replacing the above with the following:

To support recruitment efforts and encourage referrals while maintaining fiscal accountability, the City shall offer a recruitment incentive for sworn hires as follows:

Police Recruits (Entry Level):

- $500 upon hire
- $2,000 upon successful completion of probation

Lateral Police Officers:

- $1,000 upon hire
- $4,000 upon successful completion of probation

To qualify for this incentive, the referring employee's name must be listed on the new hire's original employment application and be verified by the Human Resources/Risk Management Department. If more than one (1) employee is listed as a referral source, the incentive will be split equally.

Employees assigned to the Training/Background Unit, or those responsible for any part of the recruitment and hiring process, are not eligible for this benefit unless the referral contact occurred solely and entirely outside of work hours.

ARTICLE 52. RETENTION OF DOCUMENTS

Currently reads as follows:

All written discipline, internal affairs investigations, and citizen complaints, five (5) years or older from the date complaint was received/discovered, will be purged from employees' Personnel Files and other City files. All Job Performance Evaluations will be purged from the employee's Personnel Files and other City files five (5) years after the date of the end of the Job Performance Evaluation Period. This stipulation affects all active employees only; records will not be tracked or purged for inactive/former employees.

Effective upon approval of the City Council, this Article shall be modified by wholly replacing the above with the following:

All written discipline, internal affairs investigations, and citizen complaints will be purged from an employee's Personnel File and other City files in accordance with the City's Retention Policy and the minimum requirements of the California Penal Code and any other applicable state or federal law. All Job Performance Evaluations will be purged from the employee's Personnel File and other City files five (5) years after the date of the end of the Job Performance evaluation period unless a longer retention period is required by the City's Retention Policy and/or state or federal law. This stipulation affects all active employees only; records will not be tracked or purged for inactive/former employees.

ARTICLE 68. UNIFORM CLEANING/CLOTHING ALLOWANCE

Currently reads as follows:

Effective January 1, 2005, employees receive an annual allowance of seven hundred and seventy dollars ($770). Employees will receive payment for their Cleaning/Clothing Allowance one (1) time per year. This payment will be in a check separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually by each employee.

Effective upon approval of the City Council, this Article shall be modified with the additional language as follows:

Effective August 1, 2026, employees receive an annual allowance of seven hundred and seventy dollars ($770). The City agrees to pay the uniform cleaning/clothing allowance of thirty-two dollars and eight cents ($32.08) per 24 pay periods. For CalPERS Classic employees, the City shall report to CalPERS the monetary value of uniforms in the amount of thirty-two dollars and eight cents ($32.08) per pay period.

At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually by each employee.

Except as expressly provided for in this Amendment No. 1 to the CPOA MOU 2025-27, all other provisions of the CPOA MOU 2025-27 shall remain in full force and effect. The parties also acknowledge that this Amendment No. 1 to the CPOA MOU 2025-27 shall not be in full force and effect until adopted by resolution by the City Council of the City of Chino.

Alex Wright, President
Chino Police Officers Association

Date

Linda Reich, City Manager
City of Chino

Date

Terry Doyle, Director of Human Resources/Risk Management
City of Chino

Date

RESOLUTION NO. 2025-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE MANAGERS ASSOCIATION FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by the Chino Police Managers Association ("CPMA"); and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Memoranda of Understanding, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Managers Association covering the period of July 1, 2025 through June 30, 2027 ("CPMA MOU 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the labor representatives of the City and CPMA have determined that revising the language of Article 10 on cost of living wage adjustments in the CPMA MOU 2025-27 would be in the best interests of the City and the parties for maintaining sworn personnel at number three among the Council-approved comparison agencies and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have also determined that revising the language of Article 14 on deferred compensation in the CPMA MOU 2025-27 would be in the best interests of the City and the parties to increase the City's deferred compensation contribution and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have also determined that updating the language of Article 36 on the Fair Labor Standard Act and Overtime Compensation in the CPMA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the calculation of overtime and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have also determined that updating the language of Article 41 on the retention of documents in the CPMA MOU 2025-27 would be in the best interests of the City and the parties so that applicable documents in an employee's personnel file and other City files will be purged in accordance with the City's Retention Policy and the minimum requirements of the California Penal Code and any other applicable state or federal law and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified

by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have further determined that revising the language of Article 54 on uniform cleaning/clothing allowance in the CPMA MOU 2025-27 would be in the best interests of the City and the parties to update the payment method for uniform cleaning/clothing allowance and address reporting requirements to CalPERS and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference, with a true and correct copy of the previously adopted CPMA MOU 2025-27 being attached hereto as Exhibit A.

SECTION 2. The City Council hereby approves and adopts the Amendment No.1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Managers Association covering the period of July 1, 2025 through June 30, 2027, a signed copy of which is attached hereto as Exhibit B.

SECTION 3. The City Clerk shall certify the adoption of this resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Managers Association covering the period of July 1, 2025 through June 30, 2027

EXHIBIT B. Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Managers Association covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO POLICE
MANAGERS ASSOCIATION

July 1, 2025 to June 30, 2027

MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND THE CHINO POLICE MANAGERS ASSOCIATION (CPMA) (A RECOGNIZED EMPLOYEE ASSOCIATION)

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MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO AND THE CHINO POLICE MANAGERS ASSOCIATION (A RECOGNIZED EMPLOYEE ASSOCIATION)

This Memorandum of Understanding (MOU) is entered into with references to the following facts:

A. The Chino Police Managers Association, hereinafter referred to as the "CPMA", is the recognized employee organization for all regular, full-time sworn management Police Department employees in the City of Chino, hereinafter referred to as the "City". These employees are collectively referred to as "employees". The CPMA consists of the following position classifications:

Lieutenant
Sergeant

B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and the CPMA have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in the CPMA.

C. The authorized representatives of the City and CPMA have reached a mutual agreement on wages, hours, and other terms and conditions of employment of the employees.

THEREFORE, the City and the CPMA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027.

1. ACTING PAY

Acting Pay may be provided to employees who are formally assigned the duties of a higher-level class for an extended period, anticipated to be in excess of at least two (2) weeks. Such assignment will be confirmed by the processing of a Personnel Action Form by the Chief of Police or designee. Acting Pay will be granted as a percentage increase to the employees existing base salary only. The percentage increase will be five percent (5%) or equal to the entry level salary of the higher level class for which the employee is performing duties. At no time will the percentage increase exceed the maximum salary at the top of the range of said class.

2. ASSOCIATION BOARD HOURS

Association members are provided forty (40) paid hours per fiscal year to attend training or other related workshops for CPMA business, as authorized by the City. These hours will not be accumulated or carried from one fiscal year to the next.

3. BENEFIT BANK

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the rate equal to Kaiser), dental and vision coverage from family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective on December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

4. BEREAVEMENT LEAVE

A non-accruing bank of five (5) days (50 hours) for the bereavement of a qualified immediate family member. A "qualified family member" is defined as a spouse, domestic partner, parent, brother, sister, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Chief of Police or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

An additional three (3) days (30 hours) may be utilized in conjunction with bereavement, charged against accrued Sick Leave. Employees will not be required to submit a physician's note excusing the absence when Sick Leave usage is requested.

5. BILINGUAL PAY

Employees who use on-the-job bilingual skills of any language deemed necessary by the Chief of Police, including sign language, and who have demonstrated fluency by passing a competency examination will receive two hundred and forty dollars ($240) per month allowance (paid over 24 pay periods) for use of this skill.

The Human Resources Department will administer the competency examination, and the Chief of Police must approve an employee's eligibility to take the exam and receive the bilingual pay allowance.

Employees who have the ability to read and/or write in the designated language, may be asked to perform those tasks on the job; however, they are not required to do so in order to receive this benefit. No additional compensation will be provided for those employees who possess reading and/or writing skills beyond verbal fluency.

The City reserves the right to modify or discontinue the bilingual pay allowance at anytime should it be determined the skill is no longer necessary.

6. CALL BACK PAY

Employees who are not on stand-by and who are called back to work during their off-duty hours will receive two (2) hours minimum pay at one and one-half (1 ½) times their regular rate.

7. CANINE HANDLERS

Canine Handlers will work a 4-10 schedule. The assigned working hours will be based on the needs of the Department and are subject to change, as determined by the Operations Division Commander.

Handlers will not be required to be on call. In the event a Handler is contacted and requested for an emergency call out (as determined by the on-duty Watch Commander), normal call out compensation will apply. If, however, a Handler is placed on call, the Handler will be compensated according to the existing MOU.

Canine training will occur on duty as follows:

a. The Canine Handler will participate in weekly Canine training with allied agencies. Absences may be allowed for emergencies, e.g., Handler or Dog illness; scheduled vacations; or, to accommodate the needs of the Department as determined by the Canine Coordinator or the Watch Commander.
b. The Canine Handlers will report for their weekly training at the designated location and time. The senior Handler will be responsible for notifying Dispatch and the Watch Commander each week of their training location and attendance prior to the commencement of training. The weekly training block is six (6) hours. The remaining four (4) hours of the Handler's scheduled ten (10) hour shift will be considered as "Canine Maintenance Compensation" to provide for the care, grooming, exercise and maintenance of the Police Service Dogs and their equipment.

c. Once a month, Adlerhorst International (or the designated training facility) will schedule the required eight (8) hour requalification day. Handlers will attend as scheduled by the Canine Coordinator. The training day will be considered a normal ten (10) hour workday for all Handlers. The remaining two (2) hours of that day will also be considered "Canine Maintenance Compensation" for the Handlers. The Handlers will receive a total of fourteen (14) hours of straight time compensation in a twenty nine (29) day pay cycle (30 minutes a day, 7 days a week). This is to compensate the Handlers for time spent on care and maintenance of the Police Service Dog and equipment. The time off will be arranged with the Canine Coordinator. Attendance is mandatory. However, excused absences may be allowed for emergencies or Handler/Dog illness at the discretion of the Canine Coordinator.
d. A yearly P.O.S.T. certification is required for "Patrol and Detection" and attendance is mandatory. The Canine Coordinator will schedule the certification days.

The Operations Division Commander will assign the days off for each Handler. The choice of days off will be made by seniority and with each normal shift rotation. Seniority will be established by time assigned in the Canine Unit.

Day-to-day supervision of the Canine Unit personnel will be the responsibility of the patrol team Sergeant to ensure that both the needs of the Department and the Canine Unit are being met.

Canine Handlers will be issued patrol cars with proper canine kennel/safety equipment and marked with proper Police canine warnings. The patrol cars will be utilized to transport the canine to and from the Handler's residence to Department approved training, as well as to normal patrol shifts as determined by the Canine Coordinator. Each Canine Handler must provide necessary maintenance of the Police Service Dog and all related equipment. Equipment deficiencies must be reported to the Canine Coordinator who will oversee replacement or repair.

Any injuries to or illness affecting the Police Service Dog must be immediately reported to the Canine Coordinator who will authorize all veterinary care deemed necessary. Veterinary services will be paid for by the Department. An exception will be made for emergency veterinary care, in which case preauthorization for treatment is not needed.

When it becomes necessary to retire a Police Service Dog from active service, the Department will transfer ownership of the dog to the last Handler, provided the Handler wants to keep the dog. Should the Handler decline to accept the retired Police Service Dog and upon approval of the Canine Coordinator, the offer of transfer of ownership will then be presented to the dog's previous Handler(s). Should no Handler elect to accept the dog, the Canine Coordinator will make other appropriate plans for the dog with the approval of the Chief of Police.

Note: The City of Chino Police Department will sell the retired Police Service Dog to the Handler for one dollar ($1.00) and in return the Handler agrees to provide a comfortable, humane and caring environment for the remainder of the retired Police Service Dog's Life. The Handler also agrees

that the retired dog will not perform any searches or activity related to patrol or narcotic related duties.

8. COMPENSATION TIME OFF

Employees may accrue a maximum of one hundred and eighty (180) hours of Compensatory Time which may be requested as time off. Upon separation from employment, accumulated compensatory time off will be converted to cash at the then existing base hourly rate.

Upon promotion from this Association, any hours in Compensation Banks will be cashed out to employee at current base rate of pay.

9. COMPUTER LOAN PROGRAM

All regular employees who have completed their probationary period are eligible to participate in the Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any new computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.
- Upon notification of winning the PC Lottery Program, participant will have thirty (30) days to submit necessary documentation to Finance Department for pre-approval of system purchase.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds.

10. COST OF LIVING ADJUSTMENT (COLA)

A Total Compensation Survey will be conducted in August 2025 using the same criteria and survey cities used in the 2022 Total Compensation Survey. The City agrees to maintain sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank. Any adjustments necessary to meet that benchmark will be retroactive to the pay period that includes July 1, 2025.

The same process will apply every August, with any necessary adjustments to retain sworn classifications in the top 3 ranking being retroactive to the pay period that includes July 1. Benefit Bank updates for the next year will be implemented in December of the year they are released.

Definition of Total Compensation
For the purposes of this Article, total compensation shall consist of the following elements:

- Base salary
- Uniform allowance
- Shift differential (graveyard shift)
- Advanced POST pay
- City-paid Deferred Compensation contribution
- City-paid Retiree Health Savings (RHS) contribution
- Employer-paid healthcare contribution
- Longevity pay ($500 at 5 years = $8.33 monthly value)

Minus the employee-paid PERS PEPRA contribution rate

11. COURT APPEARANCE AND STAND-BY COMPENSATION

Employees asked to appear or stand-by for civil, criminal, or administrative proceedings will be compensated in accordance with the established court appearance and court stand-by policies that read as follows:

Court Appearance Compensation: Employees who are subpoenaed to appear in court during their off-duty hours are compensated at one and one-half (1-1/2) times their hourly rate of pay with a two (2) hour minimum guarantee. Employees who receive two (2) separate subpoenas to appear for the morning and afternoon sessions on the same day will receive two (2), 2-hour minimum guarantees. Time spent during all courtroom recesses, including court lunch recesses, will be considered time worked for purposes of computing compensation. Hours spent in court beyond the three (3), 2-hour guarantees will be compensated on an hour-per-hour basis with the exception of travel time. Employees who do not exercise the option to verify that a case is scheduled and who report to the court will be compensated for their appearance.

Court Stand by Compensation: Employees who are placed on stand-by for a possible court appearance during their off-duty hours will be paid or receive compensatory time at their straight time rate for hours spent on stand-by. The time will be calculated to the nearest fifteen (15) minute increment. In addition to this compensation, employees instructed to remain available for a court case are compensated with four (4) hours at straight time, paid at the employee's base rate of pay, after the employee has been in stand-by mode for two (2) consecutive days and has not been relieved of such stand-by.

12. COURT TRAVEL TIME

Employees who are subpoenaed to and appear in a court outside the local area (the local area being defined as Pomona and Rancho Cucamonga) during off duty hours will be paid at a straight time

rate for travel time. The travel time is to be calculated from the Chino Police Department to the court and return.

13. DEATH BENEFIT

Employees are provided with one hundred thousand dollars ($100,000) in life insurance coverage, payable to their beneficiary on file in Human Resources at time of death. Death benefits under the City's self-insured life insurance program are intended to be treated for all federal income tax purposes as being paid under a life insurance contract within the meaning of Section 7702 of the Internal Revenue Code and to result in no recognition of income under Code Section 101.

In the event of an employee's death, his/her beneficiary will receive payment of all unused vacation and compensation time at 100%. Sick leave time will be paid out at the rate established by years of service.

In the event of an employee's death where such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued sick leave on record.

14. DEFERRED COMPENSATION

A deferred compensation plan is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Employees will receive a four hundred and ten dollar ($410) per month City contribution to their City Deferred Compensation account, 401(a).

"Catch-up" Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 3 years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued sick/vacation leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Sick/vacation leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to his/her planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period prior to retirement. To be eligible to participate, the employee must be within three (3) years of his/her planned retirement date, have "457 catch-up" privileges available to him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

To participate, the employee will select the amount of sick leave they want to transfer into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be added back to the employee's Sick Leave bank for the sick leave program calculation.

"Catch-up"– Vacation Leave
To participate, the employee will select the amount of Vacation Leave they want to transfer into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Age 50+ Catch-up"
In the calendar year the employee attains age 50 (or older), the employee may contribute an additional amount over the normal maximum contribution limit per IRS guidelines. The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick Leave hours and/or accrued Vacation Leave hours to contribute this additional amount. This provision may be used regardless of the amount of deferrals the employee currently contributes.

Defined Contribution Plan 401(a):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. The plan is open to management employees only and although participation is voluntary, election must be done at time of appointment or within thirty (30) days of promotion into management. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25% or 100%. If enrolled, the City contributes one dollar ($1) per pay period. An employee's election to enroll in the 401(a) Plan is irrevocable.

Source: Resolution Nos. 2003-001, 2004-074

Contributions to deferred compensation will be discontinued while an employee is receiving Workers' Compensation payments.

15. DIRECT DEPOSIT

Employees electing to use the direct deposit of payroll checks service will not receive separate checks as noted under the sections titled Clothing Allowance, Holiday Pay, and Management Leave, but will have funds directly deposited in the account established for deposit of their regular payroll check.

Employees hired after September 3, 2019, will be required to have funds directly deposited into an account established for deposit of any payroll check.

16. DISABILITY

Effective July 1, 2019, the City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed two (2) years.

17. DISCIPLINARY APPEAL PROCEDURE

City Resolution No. 98-39, which governs the appeal of disciplinary action, is rescinded in its entirety and Sections 3 through 5 of Rule XIV of City Resolution No. 85-52 (Personnel Rules) is amended as reflected in City Resolution No. 2003-11, attached hereto as *Exhibit A*.

18. DISCIPLINARY APPEAL PROCEDURE ACTION CONSISTING OF A WRITTEN REPRIMAND OR LESS

The following Appeal procedure will be utilized by employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to employees for appealing disciplinary action consisting of a Written Reprimand or less.

Any employee having received a disciplinary action consisting of a Written Reprimand or less will be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) work days of the time the written or verbal reprimand is issued, the employee will be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee's appeal may be made verbally or in writing. The supervisor will have ten (10) work days from the date of the administrative appeal to respond to the employee. If the supervisor does not respond within ten (10) work days of the administrative appeal, the original disciplinary action will remain unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within ten (10) work days of the supervisor's response to the employee's appeal, or ten (10) work days after the time for the supervisor to respond has passed, the employee will then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee's appeal may be made verbally or in writing. The Chief of Police will have ten (10) work days to respond to the employee. If the Chief of Police does not respond within ten (10) work days of the administrative appeal, the original disciplinary action will remain unchanged.

The determination of the Chief of Police will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the Chief of Police.

19. DISCIPLINARY APPEAL PROCEDURE CHANGE

Resolution No. 2003-11 will be amended to reflect that the City Manager will no longer serve as the Hearing Officer.

20. EDUCATIONAL INCENTIVE PROGRAM

Employees with two (2) or more years of consecutive full-time service as a sworn Police employee with the City of Chino will be paid a lump sum at the time of receipt of a qualifying degree. The sum will be a percentage of the employee's total annual base salary computed as follows:

Degree	Percentage of Salary
Associate of Arts/Science	2-1/2%
Bachelor of Arts/Science	5%
Master of Arts/Science	7%

For purposes of the above computation, annual base salary will be computed by reference to the monthly salary being received by the employee at the time that he/she qualifies for the degree.

For purposes of the Educational Incentive Program, Qualifying degrees must be in Police Science, Public Administration, Business Administration, Behavioral Science, or other course of study approved by the Chief of Police.

Employees are eligible to receive concurrently the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for all degrees received.

21. FLEXIBLE BENEFITS SPENDING PLAN

A Section 125 - Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

22. FLOATING HOLIDAY TIME

Employees are provided with thirty five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash-out up to thirty five (35) hours of Floating Holiday Time, one (1) time per fiscal year, in one set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of 10 working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

23. HOLIDAYS

The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

24. HOLIDAY PAY

Employees are credited, in July of each year, with one hundred and twenty (120) hours of holiday time and thirty five (35) hours of floating holidays. Any employee, regardless of assignment, has the option of converting holiday time to cash or to accumulated time off. Any holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry

unused accumulated holiday time from one fiscal year to another. Any unused accumulated holiday time will be paid out in the second paycheck in June of each fiscal year.

Holiday time converted to cash pursuant to exercise of the above option will be compensated at straight time. Employees can receive payment for holidays in one lump sum, in a payroll check deposit separate from their regular payroll check, upon written request to the City's Finance Department/Payroll, at any time throughout the year. Requests submitted with timesheets will be paid with the next regular payroll check distributions. Holiday pay will be calculated at the pay rate at the time of cash out. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

Except for retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will reimburse the City upon termination of their employment.

25. JURY DUTY

Employees will be compensated for jury duty service up to a total of ten (10) workdays during any fiscal year. A "workday" will be defined as a regularly scheduled day of work for the employee.

For all jury service, employees will be required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for a least one (1) hour of actual work time.

26. LAYOFF REOPENER

The parties agree that upon written demand by either party, the meet and confer process will be convened and lawfully participated in.

27. LIFE INSURANCE

The City will provide, at City expense, one hundred thousand dollars ($100,000) life insurance coverage to all employees. See also Death Benefit Section of this MOU.

28. LONGEVITY

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at the time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at the time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at the time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at the time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at the time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at the time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at the time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at the time of anniversary.

29. MANAGEMENT LEAVE

Employees are provided with sixty (60) hours of Management Leave on the first pay period of July each fiscal year. Management Leave is non-accruing and cannot be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated Management Leave benefit.

Up to an additional sixty (60) hours of Management Leave may be granted by the City manager with a corresponding ability to cash-out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Employees wishing to use Management Leave prior to the end of the fiscal year must use such time no later than the ending date of the second payroll in June (this payroll period does not extend into July).

Employees may cash-out up to thirty (30) hours of Management Leave per fiscal year at their current base rate pay at any time throughout the fiscal year by making notification of request to cash-out to the Finance Department/Payroll. Requests submitted with timesheets will be paid with the next regular payroll check-distribution. Any unused Management Leave on record at the ending date of the second payroll in June will be cashed out, up to the thirty (30) hours maximum.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (5 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

30. MANAGEMENT RIGHTS

The City retains all rights, powers, and authority to manage, direct, and control its operations, except as specifically limited by this Memorandum of Understanding (MOU) or applicable law. These rights include, but are not limited to:

- Determining the organization, mission, and objectives of the agency or department.
- Establishing the mission of its constituent departments, commissions, and boards.
- Setting and modifying standards of service.
- Planning, directing, and controlling the workforce.
- Establishing policies, procedures, and standards for employee conduct and performance.
- Conducting performance evaluations and implementing performance improvement plans as necessary.
- Determining the number, location, and types of employees required.
- Hiring, promoting, transferring, assigning, and retaining employees.
- Establishing job classifications, qualifications, and standards for hiring, training, and performance evaluation.

- ❖ Exercising full control and discretion over the organization's structure and the technology used to perform work.
- ❖ Implementing corrective actions, including suspension, demotion, or termination, for just cause.
- ❖ Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.

There are no provisions in this MOU that shall be deemed to limit or curtail the City's rights, unless and only to the extent that the provision of this MOU specifically curtail or limit such rights.

Meet and Confer Obligation
Where required by law, the City agrees, prior to implementation, to meet and confer with CPMA concerning the impact of the exercise of City rights on wages, hours, and terms and conditions of employment.

31. MEAL PERIOD (CODE 7)
Employees will receive a 45-minute paid lunch period included in their ten (10) hour work day.

32. MILEAGE REIMBURSEMENT
The City uses the standard rate established by the Internal Revenue Service to calculate reimbursements for mileage up to a limit of forty (40) miles each way (80 miles round trip) for employees who respond to a call to return to duty.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management will notify the Chief of Police and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

33. MOTOR DUTY
Employees on assignment to a motorcycle unit will be provided with an additional monthly compensation of two and a half percent (2.5%) of the employee's regular base rate of pay.

Employees will receive ten (10) hours of straight time pay or compensatory time off each month. This is to compensate employees for time spent cleaning and maintaining the motorcycle. This time off will be coordinated with the Traffic Supervisor.

34. NEPOTISM POLICY
Regarding the hiring of relatives, the City has determined that a business purpose exists to dictate that the employment of relatives within City departments for certain positions is prohibited in order to promote supervision, safety, security, morale and efficiency. As a result, the City adopted Resolution 2006-044, attached hereto as *Exhibit B*. The provisions of this Nepotism Policy shall be applicable to any individual hired by the City on or after June 20, 2006. This policy also applies

to individuals who become related (as defined within exhibit) after commencement of employment by one or both individuals.

Source: Resolution Nos. 85-52, 98-83, 2006-44

35. ON-CALL COMPENSATION

Employees who are required to be on-call during off-duty hours will be compensated at the rate of two (2) hours of straight time pay for each full day (24 hours) while on call.

36. OVERTIME COMPENSATION

Employees are eligible for overtime compensation in conformance with the overtime compensation extended to the Chino Police Officer's Association, except as otherwise stated in the MOU, overtime will be compensated in either pay or compensation time off. Overtime worked at events where an outside vendor is contracting with the City for Police services will be compensated in pay.

Overtime earned shall be calculated based on the following:

- 1.5 times the employee's base hourly rate,
- Plus any applicable specialty pay (e.g., FTO, bilingual, SWAT, K9, Motors, Detective, or other assignment-specific pays),
- Plus P.O.S.T. Certificate Pay.

37. PHYSICAL FITNESS PROGRAM (VOLUNTARY)

The Voluntary Physical Fitness Program is available to sworn, non-probationary Association members only. Attached hereto as *Exhibit* C is the "VOLUNTARY PHYSICAL FITNESS PROGRAM." Compensated time off or pay will be awarded between 1 and 30 hours during each fiscal year for demonstration of physical fitness.

It is expressly agreed and acknowledged by the parties that the decision to implement the Voluntary Physical Fitness Program was made with due consideration given to the City's concern that implementation of such a program will not generate Workers' Compensation liability. Therefore, the parties to this agreement expressly agree and acknowledge that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment. It is further agreed that the CPMA will clearly inform all of its members that participation in the Voluntary Physical Fitness Program is not an implied or express requirement of employment, that no City employee is expected to participate in said activities, and that the City will not be liable for the payment of Workers' Compensation benefits for any injuries arising from participation in the program or from training/preparation which any employee undertakes for participation in the program. Each employee participating in the program will be required to sign the following acknowledgment at the inception of his/her participation, training, or preparation for the program:

"Participation by employees of the City of Chino in the Voluntary Physical Fitness Program and in training/preparation for participation in the program is strictly voluntary. No City employee is expected to participate in the program, all participation is not a part of any City employee's work-related duties. The City will not be liable for the payment of Workers' Compensation benefits for

any injury which arises from participation in the Voluntary Physical Fitness Program, or from training/preparation for participation in the program.

I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers' Compensation claim which is related in any way to my participation, training, or preparation for the program."

Dated:

_____

Signature of Employee"

The program will consist of a number of testing dates, to be determined together by the Association Board members of the CPOA and CPMA. From the date of announcement of the testing schedule, testing will take place over a period of time not to exceed three (3) months from the date of the first test to the date of the final test.

Employees unable to participate in the testing process due to work-related illness or injury will be credited the following year in which they participated in the program with benefits equal to two (2) years of credit.

38. P.O.S.T. CERTIFICATE PAY

Employees are eligible to receive monthly compensation as follows for possession of the following:

INTERMEDIATE CERTIFICATE		6% of monthly base salary; or
ADVANCED CERTIFICATE		12% of monthly base salary; and
	either	
SUPERVISORY CERTIFICATE		6% of monthly base salary/Sergeant; or
MANAGEMENT CERTIFICATE		9% of monthly base salary/Lieutenant

Increases in the benefit afforded to qualified sworn personnel for Intermediate and Advanced Certificates does not have any impact whatsoever on the benefit provided for qualified sworn personnel receiving Supervisory, Management or other concurrently authorized P.O.S.T. Certificate Pay.

Any Sergeant promoted to the rank of Lieutenant, who at the time of promotion is receiving compensation for a Supervisory P.O.S.T. Certificate, will continue to receive compensation for a Supervisory P.O.S.T. Certificate until such time as he/she qualifies for a Management P.O.S.T. Certificate.

Employees will be eligible to receive concurrently the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for all degrees received.

39. RECRUITMENT INCENTIVE FOR RECOMMENDATION RESULTING IN SWORN HIRE AS FOLLOWS

- $2,000 @ hire + $500 @ completion of probation for Police Recruits (entry level).
- $4,000 @ hire + $1,000 @ completion of probation for Lateral Police Officers.

To qualify for this incentive, an employee's name must be listed as the referral source on the new hire's original employment application and be verified by Human Resources. If more than one employee's name is listed on the application as a referral source, the incentive will be split accordingly.

Note: Any Police Department Personnel who are assigned to the Training/Backgrounds Unit or who are given any work/responsibilities related to the recruitment and hiring of employees, are not eligible for this benefit unless contact has been made solely and entirely outside of work hours.

40. REHIRE POLICY

An employee who resigns from City employment and at the time of resignation is eligible for rehire and who is, in fact, rehired not later than six (6) months after the effective date of resignation and then employed in his/her former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have his/her seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back will be at the hourly rate existing upon rehire. Sick leave on record at the time of separation that was not compensated for will be reinstated. Further, rehired employees will be allowed to participate in the Voluntary Physical Fitness Program.

41. RETENTION OF DOCUMENTS

All written disciplinary records, internal affairs investigations, and citizen complaints will be removed from an employee's personnel and other City files after five (5) years from the date complaint was received/discovered. Job Performance Evaluations will be removed from the same files five (5) years after the evaluation period ends.

This policy applies only to active employees; records for separated or inactive employees will not be tracked or purged.

42. RETIREMENT

Retirement Plans – The City has a three-tier retirement benefit as follows:

A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation
B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation

C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with final compensation for the purposes of calculating a new member's retirement allowance equal to the new member's highest average PERS compensation for 36 consecutive months of employment

Member Contribution to PERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to PERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h) (2) and PERS guidelines.

A. 3% at age 50, if hired before October 16, 2011:
   1) Employee contribution rate – 9% of reportable compensation
B. 3% at age 55, if hired on or after October 16, 2011:
   1) Employee contribution rate – 9% of reportable compensation
C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013:
   1) Employee contribution rate – 13% of reportable compensation (subject to change)

1959 Survivor's Benefit (Level IV) – The City will pay all costs for this benefit.

43. RETIREMENT HEALTH SAVINGS (RHS) PLAN

Employees covered under this bargaining group have elected to establish and contribute to a Retirement Health Savings Plan in accordance with IRS regulations. Contributions are as follows:

- All employees covered by this agreement will contribute 1% of base earnings each pay period.
- City will contribute three hundred dollars ($300) per month beginning January 1, 2023, deposited on a 24-pay period cycle.

Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave at time of retirement, or a proportion of accrued leave at time of non-retirement, will be placed in the employees' Retirement Health Savings Plan. Refer to Sick Leave Buy Back Policy for eligible sick leave.

44. SALARY ADJUSTMENTS

All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.

Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human

Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery
If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate collections process against the employee.

C. Underpayments
In situations involving underpayments to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

45. SEPARATION FROM CITY

At the discretion and approval of the Chief of Police, employees may be allowed to extend their last day of employment through the use of qualifying leave time for up to one (1) pay period beyond the last day on which the employee actually reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

For this article, qualifying leave is defined as vacation, holiday, or comp time. Sick leave usage will be allowed under the terms of Article 46 Sick Leave and those provisions must be followed for any sick leave usage to be allowed under this article.

46. SICK LEAVE

Upon hire, employees will be credited with thirty (30) hours or three (3) days of sick leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of sick leave per month to a maximum accrual of one thousand and eighty (1,080) hours.

If an employee changes status (e.g., changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group's MOU terms or Summary of Benefits.

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours used.

47. SICK LEAVE BUY BACK

At separation of employment the City will buy back a percentage of the employee's accrued sick leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years of full-time City service. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City will buy back 100% of the employee's accrued sick leave hours for a disability or service retirement, following completion of five (5) years of service with the City of Chino as the final employer.

Effective July 1, 2016, employees are required to deposit 90% of all eligible accrued sick leave, in accordance with IRS regulations, in the employees' respective RHS plan.

For non-retirement separations, the employee will be subject to Sick Leave Buy-Back eligibility requirements as indicated above and the associated percentage of accrued sick leave will be deposited into the employee's RHS plan, per IRS regulations, at time of separation.

48. SICK LEAVE CONVERSION TO PERSONAL LEAVE

For employees who have earned sick leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8) hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0+64+56 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10+56+54 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20+48+52 120 hrs

9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30+40+50	120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40+32+48	120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50+24+46	120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60+16+44	120 hrs

Personal Leave must be taken as time off with Department Director or designated representative approval and may not be carried from one fiscal year to the next. Personal leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the 1,080 hours Sick Leave limit.

49. SICK LEAVE PROGRAM

Employees who have accumulated sick leave in excess of nine hundred and sixty (960) hours on the last pay period in June, may convert up to fifty six (56) hours of sick leave to cash. Payment shall be calculated at the employee's hourly base rate and paid in the final payroll check of each fiscal year.

50. SPECIAL COMPENSATION PAYMENT SCHEDULE

Employees eligible to receive special compensation benefits, which are a percentage of base pay, such as P.O.S.T. Certificate Pay, will receive compensation paid over twenty six (26) pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over twenty four (24) pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

51. SUPPLEMENTAL CONTRIBUTION FOR RETIREES

Employees separating from City of Chino employment as a result of non-disputed disability or service retirement, after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City of Chino service will receive a total monthly supplemental contribution equal to fifteen dollars ($15) each month multiplied by the number of years of service from time of retirement and will cease upon the death of the member. However, if the retiree dies after receipt of his benefit for less than fifteen (15) years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefit payments totals a complete fifteen (15) years from the date the payment commenced. For example, if the eligible retiree dies after receiving ten (10) years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse will continue to receive the benefit for a remaining five (5) years. No benefit will be provided to any other beneficiary with the exception of what is noted here after the employee's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety applies only to those employed as of June 30, 1998. Therefore, no future members of the CPMA will qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

52. TUITION ADVANCE PROGRAM

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee what the nature of the funds, without the necessity of a judgment being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from

the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

53. TUITION REIMBURSEMENT – ENHANCED PROGRAM

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making an application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources Department/Risk Management no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

54. UNIFORMED AND NON-UNIFORMED - CLOTHING ALLOWANCE

Effective January 1, 2005, employees will receive payment for their Clothing Allowance one (1) time per year. This payment will be in a payroll check deposit separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. Clothing Allowance amounts are as follows:

- Sergeants in uniformed assignments receive seven hundred and seventy dollars ($770) per fiscal year
- Sergeants in non-uniformed assignments receive nine hundred and sixty dollars ($960) per fiscal year
- Lieutenants required to maintain both uniformed and non-uniformed clothing receive one thousand, two hundred dollars ($1,200) per fiscal year

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per fiscal year. Non-uniformed clothing will not be included with reportable compensation in accordance with PERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually be each employee.

55. VACATION LEAVE

Maximum accrual of vacation is four hundred (400) hours. Upon termination of employment, accrued vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule vacation time off for rest and recuperation in order that earned vacation time in excess of 400 hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)

109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

In accordance with the employees' Retirement Health Savings (RHS) Plan group election and plan provisions, 90% of all accrued leave deposited, in accordance with IRS regulations, in the employee's respective RHS Plan Section of this MOU. Therefore, 10% of accrued Vacation Leave, up to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay at time of separation or retirement. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back.

Employees will be permitted to use and/or receive compensation for Vacation time in accordance with the provisions set forth in this MOU and established City policies.

56. VACATION LEAVE CONVERSION

Employees who have accrued a minimum of one hundred and twenty (120) Vacation hours may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to conversion, half the number of accrued leave hours requested, excluding sick leave, must have been taken as time off. Note: The usage requirement is waived for "activated" military personnel.

57. VEHICLE – CITY

Certain personnel, at the discretion of the Chief of Police and City Manager, will be provided with a City vehicle while maintaining on-call status. In addition, qualifying Sergeants assigned to the Detective Bureau may also be provided with an assigned take-home vehicle as available.

58. WORK SCHEDULE

Employees will be assigned to work various schedules based on the operational needs of the Police Department. Work schedules may include, but are not limited to: 4/10, 5/8, or other alternative work schedules as determined by the Chief of Police or designee.

Shift assignments and work schedules will be established in accordance with departmental needs, ensuring adequate coverage and operational efficiency. Any modifications to an employee's schedule will be communicated in advance, following department policies.

59. WORKERS' COMPENSATION PROGRAM

Whenever an employee of the City is disabled, whether temporarily or permanently by injury or illness arising out of, and in the course of his/her duties, the employee will be compensated pursuant to Labor Code Section 4850.

60. WORKERS' COMPENSATION PREMIUM PAYMENT

In the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Worker's Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of Claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve all outstanding issues of misunderstanding.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in case handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

61. SAVINGS CLAUSE

Should any clause in this Memorandum of Understanding be held invalid by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Memorandum of Understanding will be in full force and effect. The City and the CPMA will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

62. MAINTENANCE OF EXISTING BENEFITS

All wages, hours, and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by employees will remain in full force and effect during the term of this Agreement unless mutually agreed to the contrary by both City and the CPMA.

63. IMPLEMENTATION

The terms of this Memorandum of Understanding have been codified in this document and agreed upon by the President of the CPMA and City Manager of the City of Chino and will only be implemented upon approval by the City Council.

64. NO STRIKE PROVISION

During the term of this Agreement, the Association, its officers, agents, representatives and/or members agree they will not cause, condone or participate in any strike, walk-out, work stoppage, job action, slow down, speed up, sick-out, refusal or failure to faithfully perform assigned duties and responsibilities, withholding of services or other interference with City operations.

The City retains the right that it may take lawful remedies for the disciplinary action available under its Employer-Employee Relations Section of the Personnel Rules and Regulations and/or any other Department policies.

65. TERM

Except where expressly stated otherwise herein, the City and Association agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Theodore Sutton, President
Chino Police Managers Association

7/29/25
Date

Linda Reich, City Manager
City of Chino, California

7-31-25
Date

Theresa Doyle

Theresa Doyle, Director of Human Resources/Risk Management

7-29-2025
Date

RESOLUTION NO. 2003-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 98-39 PERTAINING TO THE PROCEDURE FOR DISCIPLINARY ACTION AND DISCIPLINARY APPEAL

WHEREAS, the City Council has established a procedure for Disciplinary Action and Disciplinary Appeal through the adoption of Resolution No. 98-39; and

WHEREAS, recent case law has further defined the methods for selection of Hearing Officers; and

WHEREAS, the City Council wishes to amend the current Disciplinary Appeal process in keeping with case law as it relates to the selection of Hearing Officers.

NOW, THEREFORE, the City Council of the City of Chino, California, does hereby resolve as follows:

Resolution No. 98-39 is rescinded in its entirety and Sections 3 through 5 of Rule XIV of Resolution No. 85-52 are amended as follows:

SECTION 3. Notification of Proposed Disciplinary Action:

A. No Disciplinary Action (other than a Written Reprimand for a non-sworn employee) may be imposed on an employee without compliance with the procedures set forth in this Rule.

B. When Disciplinary Action (other than a Written Reprimand for a non-sworn employee) is proposed, Written Notice will be provided to the employee which must contain the following information:

a) The identity of the supervisor or Department Director proposing the discipline;

b) What the proposed Disciplinary Action is, and the date and time it is proposed to become effective;

c) The specific grounds for the proposed Disciplinary Action including a description of the employee's acts and/or failures to act which are the basis for the proposed Disciplinary Action;

d) A copy of all materials and documents on which the proposed Disciplinary Action is based; and

e) Notice that the employee has the right to present to the Department Director argument and/or documents against the proposed discipline prior to its imposition by:

a) Filing a Written Response to the Written Notice; or
b) Scheduling a meeting with the Department Director

within 5 work days following receipt of the Written Notice.

C. After considering the employee's evidence and/or arguments against the proposed Disciplinary Action (if any is offered) the Department Director may:

1. Overrule; or
2. Modify; or
3. Impose

the proposed Disciplinary Action and then notify the employee in writing of the determination within 5 work days, following receipt of the employee's Written Response or date of meeting with the employee. If no evidence and/or arguments are offered by the employee, the Department Director will make a decision based on the available information.

4. If the Department Director imposes discipline, the date and time when it will become effective will be noted in a Written Determination which the Department Director will provide to the employee.

SECTION 4. Public Safety Officers' Procedural Bill of Rights Act:

Nothing in this Rule shall be construed to waive any rights of an employee held pursuant to the Public Safety Officers' Procedural Bill of Rights Act (Government Code Section 3300, et. Seq.).

In the event that a sworn Officer receives disciplinary action consisting of a Written Reprimand, or Oral Reprimand, the sole and exclusive procedure for appealing said discipline is as follows:

Within 5 work days of the time a Written Reprimand or Oral Reprimand is issued, the employee is entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action.

The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee may be heard orally or in writing. The supervisor will have 10 work days to respond to the employee. If the supervisor does not respond within 10 work days of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within 10 work days of the supervisor's response to the employee's appeal, or 10 work days after the time for the supervisor to respond has passed, the employee will then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal will be to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee may be heard orally or in writing. The Chief of Police shall have 10 work days to respond to the employee. If the Chief of Police does not respond within 10 work days of the administrative appeal meeting, the original disciplinary action will be deemed unchanged.

The determination of the Chief of Police will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the Chief of Police.

SECTION 5. Relieving from Duty:

An employee may be relieved from duty pending an investigation of his/her acts and/or failures to act which may be grounds for Disciplinary Action. The relieving of an employee from duty is not a disciplinary act. The employee will be considered on a leave of absence with pay for purposes of salary, benefits, and service time.

SECTION 6. Disciplinary Appeal:

A. Appeal

An employee against whom Disciplinary Action has been taken may appeal such action to the City Manager by filing a written Notice of Appeal with the City Manager within 10 work days from the effective date of the Disciplinary Action.

The Notice of Appeal shall be signed by the employee or his/her representative and shall contain:

1. A statement describing the specific basis of the employee's appeal;
2. The corrective action requested; and
3. The address to which further correspondence should be sent.

Failure of the employee to file a timely appeal will constitute a waiver of the employee's right to a Hearing.

The City Manager, or a Hearing Officer appointed by the City Manager from the American Arbitration Association, shall schedule a Hearing on the employee's appeal within 30 calendar days of receipt of the employee's written Notice of Appeal.

B. Appeal Hearing

The employee may be represented by an attorney, an employee relations professional, or representative of the recognized employee association of which the employee is a member.

Each party shall be given a reasonable opportunity to be heard on relevant issues and will have the right to cross-examine witnesses.

The City shall have the burden of going forward and the burden of proof. The burden of proof shall be a preponderance of the evidence.

Compliance with the technical rules of evidence applied in a court of law will not be required. Oral evidence will be taken under oath. Hearsay evidence will be admissible, but will not be sufficient alone to support a finding unless it would be admissible over objection in civil actions. Immaterial, irrelevant or unduly repetitious evidence may be excluded. The rules of privilege shall apply.

If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination.

C. Findings

1. If the Hearing is conducted by the City Manager, the City Manager will prepare Written Notice as to whether the Disciplinary Action is:

    a. Affirmed, or
    b. Modified, or
    c. Reversed, or
    d. Increased

2. The Written Notice will also contain a Notice of Decision and Findings of Fact. Copies shall be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management.

3. If the Hearing is conducted by a Hearing Officer, he/she shall prepare a Written Recommendation to the City Manager as to whether the Disciplinary Action shall be Affirmed, Modified, Reversed or Increased and will contain a Notice of Decision and Findings of Fact. Copies shall be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management.

4. The decision of the City Manager will be sent to the employee, his/her representative, if any, the Department Director, and the Director of Human Resources/Risk Management, no later than 30 calendar days from the conclusion of the Hearing. If the Hearing is conducted by a Hearing Officer, the conclusion of the Hearing will be the date that the Written Recommendation is received by the City Manager from the Hearing Officer. In all cases the decision of the City Manager will be final and conclusive.

5. If the City Manager does not adopt the recommended decision of the Hearing Officer, the City Manager will review the transcript of the Hearing and give both sides an opportunity to present oral argument, not to exceed 30 minutes, to him/her before making a final decision.

6. If a Hearing Officer is selected to conduct the Hearing, that Hearing Officer will be ineligible to hear any other case for the City for a minimum of 18 months after the Hearing Officer renders a Written Recommendation to the City Manager.

APPROVED AND ADOPTED THIS 4th DAY OF MARCH, 2003.

EUNICE M. ULLOA, MAYOR
CITY OF CHINO, CALIFORNIA

ATTEST:

LENNA J. TANNER, CITY CLERK
CITY OF CHINO, CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)
CITY OF CHINO)

I, Lenna J. Tanner, City Clerk of the City of Chino, California, do hereby certify that the foregoing Resolution No. 2003-11 was duly and regularly introduced, passed and adopted by the City Council of the City of Chino, California, at a regular meeting of said City Council held on the 4th day of March, 2003.

AYES:	COUNCIL MEMBERS:	ULLOA, DUNCAN, ELROD, HAUGHEY, YATES
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

LENNA J. TANNER, CITY CLERK
CITY OF CHINO

orig: Valut
xc: M. Sakamoto (HR)

RESOLUTION NO. 2006-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 85-52, PERSONNEL RULES, AND RESCINDING RESOLUTION NO. 98-38 IN ITS ENTIRETY

WHEREAS, the City Council of the City of Chino established Personnel Rules for City employees with the adoption of Resolution No. 85-52; and

WHEREAS, a revision to the existing Personnel Rules is required to bring current City policy and procedures with reference to the hiring of relatives, which requires modifying Resolution No. 85-52 and rescinding Resolution No. 98-83 in its entirety.

NOW, THEREFORE, the City Council of the City of Chino does hereby resolve as follows:

SECTION 8 of RULE IX is amended as follows:

SECTION 8. Nepotism Policy:

1. "Relative" refers to spouse, child, stepchild, parent, stepparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any other individual related by blood or marriage.

2. "Employment" refers to the relationship between the City and an individual where services are rendered by the individual and compensation for such services are either paid from City funds or from third party grants or monetary sources which are paid to the individual because of his/her rendering of services at the request and direction of the City. This includes those individuals who are paid through contract services.

3. "Marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purposes of this policy. Further, a "spouse" is defined as a partner in marriage.

4. Relatives of the following City employees or officials cannot be employed by the City:

   a) City Council members
   b) Board and Commission members (in the same department for which the Board or Commissioner serves)
   c) City Manager
   d) Assistant City Manager
   e) Any employee of the Human Resources Department
   f) All Other Department Directors (in the same department as "Relative")

g) Confidential employees (in the same department as "Relative")
h) Employees assigned to Payroll

5. The City has determined that a business purpose exists to dictate that the employment of relatives within City departments is prohibited in order to promote supervision, safety, security, morale and efficiency when such employment would result in any of the following:
   a) a negative impact upon the ability of a supervisor to effectively and efficiently perform his/her duties with a related individual;
   b) both employees having job duties which results in the performance of shared duties on the same or related work assignments;
   c) both employees are under jurisdiction of the same immediate supervisor;
   d) the work involves potential conflicts of interest or other hazards greater for married couples or relatives than for unrelated persons.

6. The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse or relative where there is a potential for creating adverse impact on supervision, safety, security or morale.

7. The City retains the right to refuse to place both spouses or other relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflicts of interest.

8. In order to implement such policies and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be made by the City in order to obtain the best operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative or civil appeal.

9. In lieu of a transfer from one department to another, or in situations where no classification exists to which a spouse or other relative can be transferred, married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the City Manager. However, any such reporting to the same supervisor, being supervised by each other, working the same shift at the same work site or otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale will be avoided.

10. If continuing employment of the two spouses or other relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains the sole discretion to separate one

spouse or other relative from City employment. Absent resignation by one affected spouse or other relative, the less senior of the involved spouses or other relative will be subject to termination and it will not constitute discipline or punitive action and will not be subject to any administrative or civil appeal.

11. The provisions of this Nepotism Policy shall be applicable to any individual hired by the City on or after the date of its adoption. This Nepotism Policy will also apply to individuals who become related as defined herein after commencement of employment by one or both individuals.

APPROVED AND ADOPTED THIS 20th day of June, 2006.

DENNIS R. YATES, MAYOR

ATTEST:

LENNA J. TANNER, CITY CLERK
CITY OF CHINO

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF CHINO)

I, Lenna J. Tanner, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Chino at a regular meeting held on the 20th day of June 2006, by the following vote to wit:

AYES:	COUNCIL MEMBERS:	YATES, DUNCAN, ELROD, HAUGHEY, ULLOA
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE

LENNA J. TANNER, CITY CLERK

EXHIBIT C

CHINO POLICE ASSOCIATION

MEMORANDUM

DATE: November 02, 1996

TO: Geriann Kingslan, Personnel Director

FROM: Jeff Allison, C.P.A. President

SUBJECT: Physical Fitness Program

As stated in our previous conversation, representatives from the Chino Police Association and the Chino Police Management Association met to discuss adjustments to the Voluntary Physical Fitness Program. The current program which allows for a participant to accrue either 10, 20 or 30 hours of compensatory time off does nothing to encourage participation or performance. Additionally, the current program is outdated with its inclusion of bent knee sit-ups which have not been recommended by health professionals for a number of years.

The Associations' proposal allows a participant to accrue anywhere from 1 to 30 hours of compensatory time off based on an individual's performance. The proposed program encourages performance and participation.

The Associations agree with the City in that flexibility is an important part of fitness. Keeping this in mind, we offer the following as pre-qualifiers for taking part in the physical fitness testing. If a participant is unable to perform any of the flexibility tests, he/she will not be permitted to continue with testing.

The following musculo-skeletal flexibility and strength tests were taken from the pre-hire physical required by the City of Chino.

1.)	FORWARD BENDING-	From standing position, a participant can touch his/her toes (gap of up to 6" is acceptable).
2.)	BACK BENDING-	From standing position, a participant can bend at least 20 degrees backwards.
3.)	SIDE BENDING-	From standing position, a participant can touch lateral knee with fingertips on both sides.
4.)	TRUNK ROTATION-	From standing position with hands on waist, a participant can twist to each side. The shoulders will line up as the participants twist.

5.) SITTING REACH- From a sitting position with knees straight, the participant can touch his/her toes.

6.) HAMSTRING- From either a sitting or supine position with legs fully extended, the participant can lift each leg straight up at least 70 degrees. (foot bottom should be toward ceiling.)

If a participant successfully completes the pre qualifying flexibility tests, he/she may move on to the physical fitness qualification portion of the test.

1.5 MILE RUN(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	14:00-under	15:00-under	16:00-under	17:00-under	18:00-under
09	14:01-14:15	15:01-15:15	16:01-16:15	17:01-17:15	18:01-18:15
08	14:16-14:30	15:16-15:30	16:16-16:30	17:16-17:30	18:16-18:30
07	14:31-14:45	15:31-15:45	16:31-16:45	17:31-17:45	18:31-18:45
06	14:46-15:00	15:46-16:00	16:46-17:00	17:46-18:00	18:46-19:00
05	15:01-15:15	16:01-16:15	17:01-17:15	18:01-18:15	19:01-19:15
04	15:16-15:30	16:16-16:30	17:16-17:30	18:16-18:30	19:16-19:30
03	15:31-15:45	16:31-16:45	17:31-17:45	18:31-18:45	19:31-19:45
02	15:46-16:00	16:46-17:00	17:46-18:00	18:46-19:00	19:46-20:00
01	16:01-16:15	17:01-17:15	18:01-18:15	19:01-19:15	20:01-20:15

1.5 MILE RUN(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	12:00-under	13:00-under	14:00-under	15:00-under	16:00-under
09	12:01-12:15	13:01-13:15	14:01-14:15	15:01-15:15	16:01-16:15
08	12:16-12:30	13:16-13:30	14:16-14:30	15:16-15:30	16:16-16:30
07	12:31-12:45	13:31-13:45	14:31-14:45	15:31-15:45	16:31-16:45
06	12:46-13:00	13:46-14:00	14:46-15:00	15:46-16:00	16:46-17:00
05	13:01-13:15	14:01-14:15	15:01-15:15	16:01-16:15	17:01-17:15
04	13:16-13:30	14:16-14:30	15:16-15:30	16:16-16:30	17:16-17:30
03	13:31-13:45	14:31-14:45	15:31-15:45	16:31-16:45	17:31-17:45
02	13:46-14:00	14:46-15:00	15:46-16:00	16:46-17:00	17:46-18:00
01	14:01-14:15	15:01-15:15	16:01-16:15	17:01-17:15	18:01-18:15

3.0 MILE WALK(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	38:00-under	40:00-under	42:00-under	44:00-under	46:00-under
09	38:01-39:00	40:01-41:00	42:01-43:00	44:01-45:00	46:01-47:00
08	39:01-40:00	41:01-42:00	43:01-44:00	45:01-46:00	47:01-48:00
07	40:01-41:00	42:01-43:00	44:01-45:00	46:01-47:00	48:01-49:00
06	41:01-42:00	43:01-44:00	45:01-46:00	47:01-48:00	49:01-50:00
05	42:01-43:00	44:01-45:00	46:01-47:00	48:01-49:00	50:01-51:00
04	43:01-44:00	45:01-46:00	47:01-48:00	49:01-50:00	51:01-52:00
03	44:01-45:00	46:01-47:00	48:01-49:00	50:01-51:00	52:01-53:00
02	45:01-46:00	47:01-48:00	49:01-50:00	51:01-52:00	53:01-54:00
01	46:01-47:00	48:01-49:00	50:01-51:00	52:01-53:00	54:01-55:00

3.0 MILE WALK(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	36:00-under	39:00-under	41:00-under	43:00-under	45:00-under
09	36:01-37:00	39:01-40:00	41:01-42:00	43:01-44:00	45:01-46:00
08	37:01-38:00	40:01-41:00	42:01-43:00	44:01-45:00	46:01-47:00
07	38:01-39:00	41:01-42:00	43:01-44:00	45:01-46:00	47:01-48:00
06	39:01-40:00	42:01-43:00	44:01-45:00	46:01-47:00	48:01-49:00
05	40:01-41:00	43:01-44:00	45:01-46:00	47:01-48:00	49:01-50:00
04	41:01-42:00	44:01-45:00	46:01-47:00	48:01-49:00	50:01-51:00
03	42:01-43:00	45:01-46:00	47:01-48:00	49:01-50:00	51:01-52:00
02	43:01-44:00	46:01-47:00	48:01-49:00	50:01-51:00	52:01-53:00
01	44:01-45:00	47:01-48:00	49:01-50:00	51:01-52:00	53:01-54:00

PUSH-UPS(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	26	24	22	17	15
09	25	23	21	16	14
08	24	22	20	15	13
07	23	21	19	14	12
06	22	20	18	13	11
05	21	19	17	12	10
04	20	18	16	11	09
03	19	17	15	10	08
02	18	16	14	09	07
01	17	15	13	08	06

PUSH-UPS(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	34	27	21	17	16
09	33	26	20	16	15
08	32	25	19	15	14
07	31	24	18	14	13
06	30	23	17	13	12
05	29	22	16	12	11
04	28	21	15	11	10
03	27	20	14	10	09
02	26	19	13	09	08
01	25	18	12	08	07

BENT KNEE CRUNCHES(Females)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	39	32	28	22	20
09	38	31	27	21	19
08	37	30	26	20	18
07	36	29	25	19	17
06	35	28	24	18	16
05	34	27	23	17	15
04	33	26	22	16	14
03	32	25	21	15	13
02	31	24	20	14	12
01	30	23	19	13	11

BENT KNEE CRUNCHES(Males)

AGE	20-29	30-39	40-49	50-59	60+
CTO					
10	46	39	35	30	26
09	45	38	34	29	25
08	44	37	33	28	24
07	43	36	32	27	23
06	42	35	31	26	22
05	41	34	30	25	21
04	40	33	29	24	20

03	39	32	28	23	19
02	38	31	27	22	18
01	37	30	26	21	17

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE MANAGERS ASSOCIATION
JULY 1, 2025 – JUNE 30, 2027

This Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Managers Association covering the period of July 1, 2025 through June 30, 2027 ("CPMA MOU 2025-27"), is entered into by and between the City of Chino ("City") and the Chino Police Managers Association ("CPMA").

RECITALS:

WHEREAS, CPMA is the recognized employee organization for all regular full-time, sworn management Police Department employees in the City of Chino as identified in the CPMA MOU 2025-27; and

WHEREAS, to fulfill its obligation under the CPMA MOU 2025-27, the City is committed to maintaining sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank, used in the 2022 Total Compensation Survey and a total compensation survey has been completed to determine the cost of living wage adjustments needed to maintain sworn personnel at the number three (3) ranking; and

WHEREAS, the labor representatives of the City and CPMA have determined that revising the language of Article 10 on cost of living wage adjustments in the CPMA MOU 2025-27 would be in the best interests of the City and the parties for maintaining sworn personnel at number three (3) among the Council-approved comparison agencies and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have also determined that revising the language of Article 14 on deferred compensation in the CPMA MOU 2025-27 would be in the best interests of the City and the parties to increase the City's deferred compensation contribution and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have also determined that updating the language of Article 36 on the Fair Labor Standard Act and Overtime Compensation in the CPMA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the calculation of overtime and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have also determined that updating the language of Article 41 on the retention of documents in the CPMA MOU 2025-27 would be in the best interests of the City and the parties so that applicable documents in an employee's personnel file and other City files will be purged in accordance with the City's Retention Policy and the minimum requirements of the California Penal Code and any other applicable state or federal law, and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and CPMA have further determined that revising the language of Article 54 on uniform cleaning/clothing allowance in the CPMA MOU 2025-27 would be in the best interests of the City and the parties to update the payment method for uniform cleaning/clothing allowance and address reporting requirements to CalPERS and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPMA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Amendment No. 1 to the CPMA MOU 2025-27, the parties hereto agree to the following updates and/or amendments made to the current/existing language in the CPMA MOU 2025-27 and where there is duplicative language or provisions this Amendment No. 1 language supersedes and governs.

ARTICLE 10. COST OF LIVING ADJUSMENT

Currently reads as follows:

A Total Compensation Survey will be conducted in August 2025 using the same criteria and survey cities used in the 2022 Total Compensation Survey. The City agrees to maintain sworn classifications at no lower than the number three (3) ranking in total compensation among the survey cities, excluding the Benefit Bank. Any adjustments necessary to meet that benchmark will be retroactive to the pay period that includes July 1, 2025.

The same process will apply every August, with any necessary adjustments to retain sworn classifications in the top 3 ranking being retroactive to the pay period that includes July 1. Benefit Bank updates for the next year will be implemented in December of the year they are released.

Definition of Total Compensation

For the purposes of this Article, total compensation shall consist of the following elements:

- Base salary
- Uniform allowance
- Shift differential (graveyard shift)
- Advanced POST pay
- City-paid Deferred Compensation contribution

- City-paid Retiree Health Savings (RHS) contribution
- Employer-paid healthcare contribution
- Longevity pay ($500 at 5 years = $8.33 monthly value)

Minus the employee-paid PERS PEPRA contribution rate

Effective upon approval of the City Council, this Article shall be modified as follows:
Increase to employee's base wages/salary ranges will be as follows:

- Effective the beginning of the pay period including July 1, 2025: Three percent (3%)

Definition of Total Compensation
For the purposes of this Article, total compensation shall consist of the following elements:

- Base salary
- Uniform allowance
- Shift differential (graveyard shift)
- Advanced POST pay
- City-paid Deferred Compensation contribution
- City-paid Retiree Health Savings (RHS) contribution
- Employer-paid healthcare contribution
- Longevity pay ($1,500 at 15 years = $8.33 monthly value)

Minus the employee-paid PERS PEPRA contribution rate

ARTICLE 14. DEFERRED COMPENSATION
Currently reads as follows:
A deferred compensation plan is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
Employees will receive a four hundred and ten dollar ($410) per month City contribution to their City Deferred Compensation account, 401(a).

"Catch-up" Provision
Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 3 years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued sick/vacation leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Sick/vacation leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to his/her planned retirement date. However, based on the total amount of "457 catch-up"

contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period prior to retirement. To be eligible to participate, the employee must be within three (3) years of his/her planned retirement date, have "457 catch-up" privileges available to him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

To participate, the employee will select the amount of sick leave they want to transfer into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be added back to the employee's Sick Leave bank for the sick leave program calculation.

"Catch-up"– Vacation Leave
To participate, the employee will select the amount of Vacation Leave they want to transfer into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Age 50+ Catch-up"
In the calendar year the employee attains age 50 (or older), the employee may contribute an additional amount over the normal maximum contribution limit per IRS guidelines. The "Age

50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick Leave hours and/or accrued Vacation Leave hours to contribute this additional amount. This provision may be used regardless of the amount of deferrals the employee currently contributes.

Defined Contribution Plan 401(a):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. The plan is open to management employees only and although participation is voluntary, election must be done at time of appointment or within thirty (30) days of promotion into management. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25% or 100%. If enrolled, the City contributes one dollar ($1) per pay period. An employee's election to enroll in the 401(a) Plan is irrevocable.

Source: Resolution Nos. 2003-001, 2004-074

Contributions to deferred compensation will be discontinued while an employee is receiving Workers' Compensation payments.

Effective upon approval of the City Council, this Article shall be modified as follows:
City Contribution
Employees will receive a five hundred and ten dollar ($510) per month contribution to their City Deferred Compensation account, 401(a).

ARTICLE 36. FAIR LABOR STANDARDS ACT & OVERTIME COMPENSATION
Currently reads as follows:
Employees are eligible for overtime compensation in conformance with the overtime compensation extended to the Chino Police Officer's Association, except as otherwise stated in the MOU, overtime will be compensated in either pay or compensation time off. Overtime worked at events where an outside vendor is contracting with the City for Police services will be compensated in pay.

Overtime earned shall be calculated based on the following:
- 1.5 times the employee's base hourly rate,
- Plus any applicable specialty pay (e.g., FTO, bilingual, SWAT, K9, Motors, Detective, or other assignment-specific pays),
- Plus P.O.S.T. Certificate Pay.

Effective upon approval of the City Council, the above shall be wholly replaced with the following:
A. FLSA/Overtime Acknowledgement and Implementation

The City of Chino and the Chino Police Managers Association (CPMA) acknowledge that the Fair Labor Standards Act (FLSA) requires overtime pay (time-and-a-half) for public safety employees after 40 hours a week, but a special Section 7(k) exemption allows for extended work periods, such

as 7 to 28 days, for law enforcement personnel. Under the 7(k) exemption, overtime is calculated based on a set number of hours worked within the specified work period, not just a 40-hour work week. Public agencies can also use compensatory time off (comp time) in lieu of cash overtime at a rate of 1.5 hours of comp time for every overtime hour worked, with specific accrual limits.

The City has established a specific work period under §207(k) for CPMA represented public safety employees of 28 days, with overtime triggered only after 171 hours worked in that work period. In connection therewith, the City will designate thirteen (13), twenty eight (28) day periods for each calendar year.

The parties also recognize that this MOU provides a separate and more generous benefit referred to as "contractual overtime" which does not require employees to meet the FLSA twenty eight (28) day/171-hour threshold to be entitled to contractual overtime pay as further defined and explained below.

Pursuant to this MOU, hours of paid leave (vacation, compensatory time, holiday time) shall count as hours worked when determining contractual overtime eligibility under this section. Such leave hours shall not count as hours worked for purposes of meeting the FLSA §207(k) threshold.

B. Time Accrual

Employees may elect to accrue compensatory time off in lieu of cash overtime, at 1.5 hours for each hour worked, subject to supervisory approval and accrual limits under Article 8. Certain duties, meetings, trainings, or tasks my be offered as "comp time only" and must be clearly identified as such before the employee accepts the assignment. Acceptance of such assignment is voluntary.

C. Contractual Overtime Defined

Employees will receive paid overtime for hours worked beyond their scheduled daily hours or beyond forty (40) hours in a Monday-Sunday workweek. Voluntary schedule adjustments for trainings or travel do not qualify for overtime unless they results in more than forty (40) hours worked in the Monday-Sunday workweek. Contract overtime will be paid at one and one half time (1.5x) the employee's contractual overtime rate.

Example: A Sergeant scheduled for 11.5 hours who works 15 hours will receive 3.5 hours of contractual overtime.

D. Two-Hour Minimum for Call-In Overtime

Except as otherwise noted in this MOU, if an employee is contacted and ordered to report to work immediately outside of their regularly scheduled shift, they will receive a minimum of two (2) hours of contract overtime pay starting from the time of contact.

E. Double Time Compensation

Employees who work in excess of sixteen (16) consecutive hours within a twenty-four (24) hour period will be compensated at two (2) times the employee's contractual overtime date, beginning with the seventeenth (17^{th}) consecutive hour of work.

For purposes of this section, the "contractual overtime rate" shall have the same definition as provided in Section F of this Article and shall include base hourly pay, P.O.S.T. certificate pay, specialty/assignment/hazard pay, and bilingual pay, calculated on a forty (40) hour work week.

F. Contractual Overtime Rate Defined

For purposes of contract overtime calculations, the "contractual overtime rate" shall include only the following:

1. Base hourly pay;
2. All POST certificate pay(s) calculated as an hourly rate based on a 40-hour work week;
3. Specialty/assignment/hazard pay calculated as an hourly rate based on a 40-hour work week; and
4. Bilingual pay calculated as an hourly rate based on a 40-hour work week.

The total of these pays will be multiplied by 1.5 to determine the employee's "contractual overtime rate".

G. FLSA Compliance

- At the end of each 28-day work period, the City will confirm that all hours over the §207(k) 171-hour threshold have been compensated at not less than one and one half times (1.5x) the contractual overtime rate as defined above.
- Contract overtime payments made during the work period shall be credited toward satisfying the City's FLSA overtime obligations for that period, provided they equal to or exceed the amount owed under the FLSA calculation.
- If the contract overtime calculation results in an amount lower than the FLSA requirement for that period, the City will issue a supplemental payment covering the difference.
- No offsets will be made between work periods.

H. Controlling Provisions

If any provision of this section conflicts with the FLSA's minimum requirements, the City will apply the standard that results in the greater overtime benefit to the employee. This MOU will take precedence over any conflict with any prior enacted MOU or City Resolution covering the same subject matter. This section shall not be unilaterally modified or interpreted in a manner that reduces overtime benefits provided by this MOU.

ARTICLE 41. RETENTION OF DOCUMENTS

Currently reads as follows:

All written disciplinary records, internal affairs investigations, and citizen complaints will be removed from an employee's personnel and other City files after five (5) years from the date complaint was received/discovered. Job Performance Evaluations will be removed from the same files five (5) years after the evaluation period ends.

This policy applies only to active employees; records for separated or inactive employees will not be tracked or purged.

Effective upon approval of the City Council, this Article shall be modified by wholly replacing the above with the following:

All written disciplinary records, internal affairs investigations, and citizen complaints will be purged from an employee's Personnel File and other City files in accordance with the City's Retention Policy and the minimum requirements of the California Penal Code and any other applicable state or federal law. All Job Performance Evaluations will be purged from the employee's Personnel File and other City files five (5) years after the date of the end of the Job Performance evaluation period unless a longer retention period is required by the City's Retention Policy and/or state or federal law. This stipulation affects all active employees only; records will not be tracked or purged for inactive/former employees.

ARTICLE 54. UNIFORM AND NON-UNIFORMED - CLOTHING ALLOWANCE

Currently reads as follows:

Effective January 1, 2005, employees will receive payment for their Clothing Allowance one (1) time per year. This payment will be in a payroll check deposit separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. Clothing Allowance amounts are as follows:

- Sergeants in uniformed assignments receive seven hundred and seventy dollars ($770) per fiscal year
- Sergeants in non-uniformed assignments receive nine hundred and sixty dollars ($960) per fiscal year
- Lieutenants required to maintain both uniformed and non-uniformed clothing receive one thousand, two hundred dollars ($1,200) per fiscal year

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per fiscal year. Non-uniformed clothing will not be included with reportable compensation in accordance with PERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniforms in an amount to be determined individually be each employee.

Effective upon approval of the City Council, this Article shall be modified with the additional language as follows:

Effective August 1, 2026, employees will receive Clothing Allowance amounts as follows:

- Sergeants in uniformed assignments received $770 per fiscal year, paid at thirty-two dollars and eight cents ($32.08) for twenty-four (24) pay periods.

- Sergeants in non-uniformed assignments receive $960 per fiscal year, paid at forty dollars ($40) for twenty-four (24) pay periods.
- Lieutenants required to maintain both uniformed and non-uniformed clothing receive $1,200 per fiscal year, paid at fifty dollars ($50) for twenty-four (24) pay periods.

The City agrees to pay the uniform allowance per twenty-four (24) pay periods. For CalPERS Classic employees, the City shall report to CalPERS the monetary value of uniforms in the amount listed above.

Except as expressly provided for in this Amendment No. 1 to the CPMA MOU 2025-27, all other provisions of the CPMA MOU 2025-27 shall remain in full force and effect. The parties also acknowledge that this Amendment No. 1 to the CPMA MOU 2025-27 shall not be in full force and effect until adopted by resolution by the City Council of the City of Chino.

_____	_____
Theodore Sutton, President Chino Police Managers Association	Linda Reich, City Manager City of Chino
_____	_____
Date	Date
	_____
	Terry Doyle, Director of Human Resources/ Risk Management City of Chino
	_____
	Date

RESOLUTION NO. 2025-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATION FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by the Chino Police Professional Employees Association ("CPPEA"); and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Memoranda of Understanding, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Professional Employees Association covering the period of July 1, 2025 through June 30, 2027 ("CPPEA MOU 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the labor representatives of the City and CPPEA have determined that changing the implementation schedule of Article 12 on cost of living wage adjustments in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties for uniformity across bargaining units and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and the CPPEA have also determined that revising the language of Article 44 on seniority in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the method of determining work schedules and vacation and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and the CPPEA have further determined that adding a new Article on notary pay in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties to provide compensation to one employee in the unit designated by the Chief of Police to perform notary duties and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference, with a true and correct copy of the previously adopted CPPEA MOU 2025-27 being

attached hereto as Exhibit A.

SECTION 2. The City Council hereby approves and adopts the Amendment No.1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Professional Employees Association covering the period of July 1, 2025 through June 30, 2027, a signed copy of which is attached hereto as Exhibit B.

SECTION 3. The City Clerk shall certify the adoption of this resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Professional Employees Association covering the period of July 1, 2025 through June 30, 2027

EXHIBIT B. Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Professional Employees Association covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO POLICE PROFESSIONAL
EMPLOYEES ASSOCIATION

July 1, 2025 to June 30, 2027

MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATION (CPPEA) (A RECOGNIZED EMPLOYEE ASSOCIATION)

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MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATION (CPPEA) (A RECOGNIZED EMPLOYEE ASSOCIATION)

This Memorandum of Understanding (MOU) is entered into with references to the following facts:

A. The Chino Police Professional Employees Association, hereinafter referred to as "CPPEA", is the recognized employee organization for all regular, non-sworn, full-time Chino Police employees in the City of Chino, hereinafter referred to as the "City". These employees are collectively referred to as the "employees". The current positions of CPPEA can be found in the current Classification and Compensation Schedule – Non-Management Positions.

Administrative Assistant
Crime Analyst
Crime Prevention & Community Outreach Specialist
Management Assistant
Police Records & Evidence Coordinator
Police Records Technician
Police Service Officer I/II
Police Training Coordinator
Property & Evidence Technician
Public Safety Dispatcher I/II

B. In the interest of maintaining harmonious relations between the City and the employees, authorized representatives of the City and CPPEA have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in CPPEA.

C. The authorized representatives of the City and CPPEA have reached mutual agreement on wages, hours and other terms and conditions of employment for these employees.

THEREFORE, the City and the CPPEA agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025 through and including June 30, 2027. (Note: The provisions of this Memorandum of Understanding apply only to those individuals who are employed with the City of Chino on the day following the adoption of a formal resolution by City Council approving this MOU.)

1. ACTING PAY

The City will grant Acting after an employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or Step

"A" of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

2. ADDITONAL DUTY PAY

Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Chief of Police. The additional duty pay will be restricted to no more than twelve (12) month limit. In extenuating circumstances, the Chief of Police may request an extension of the additional duty pay past the twelve (12) month limit. This request must be made in writing to the City Manager with justification as to why an extension is required. The extension must include the date the additional duty pay will expire and a copy of the signed extension must be attached to the Personnel Action Form (PAF).

3. ASSOCIATION MATTERS

A 250 copy per month photocopy account is established for association business. Copies exceeding 250 per month will be paid to the City at the current per-copy charge. Association members are provided with 24 hours per fiscal year to attend to training or other related business in the interest of the CPPEA, when authorized by the City and the CPPEA. The hours do not accumulate or carry over from fiscal year to fiscal year.

4. ASSOCIATION REPRESENTATION - REQUEST FOR DECERTIFICATION

The City amends its language as found in Resolution 85-53 to read as follows:

A Decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in the recognized unit must be filed with the Director of Human Resources/Risk Management no later than six (6) months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two (2) or more employees or their representative, or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a) The name, address and telephone number of the petitioner(s) and a designated representative authorized to receive notices or requests for further information.
b) The name of the established represented unit and the incumbent recognized employee organization sought to be decertified as the representative of that unit.
c) Proof that the incumbent recognized employee organization no longer represents more than fifty percent (50%) of the employees in the represented unit, and any other relevant and material facts, including verification that more than fifty percent (50%) of the represented unit no longer desire to be represented by the recognized employee organization.

Such proof will be submitted for verification to the Director of Human Resources/Risk Management. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within thirty (30) days prior to filing the Decertification Petition with the Director of Human Resources/Risk Management.

If an accompanying Request for Recognition is filed, and decertification of the incumbent recognized employee organization is made, such documentation will also determine the wishes of employees as to the question of representation.

5. BENEFIT BANK

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the rate equal to Kaiser), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective on December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

See also Regular Rate of Pay Section of this MOU.

6. BEREAVEMENT LEAVE

A non-accruing bank of five (5) days (50 hours) for the bereavement of a qualified family member is provided. A "qualified family member" is defined as a spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member if requested by the Chief of Police or their designee.

Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

7. BILINGUAL PAY

Employees are eligible to receive two hundred and forty dollars ($240) per month (paid over 24 pay periods) for verbal fluency is provided to employees if they demonstrate their conversational skill in any language other than English the Chief of Police deems necessary, including sign language, under the following conditions:

a. Certification: A competency examination will be developed and administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for bilingual pay.
b. Chief of Police Approval: To be eligible to take the City's competency examination, an employee must be recommended by the Chief of Police. Eligibility for the opportunity to test for bilingual pay is solely at the Chief of Police's discretion and is not subject to administrative appeal or challenge. The Chief of Police will make their recommendation based on an assessment of the need for the employee to use bilingual skills on the job. In the event that an employee is approved for bilingual pay, then later changes assignment, classification, job duties, or is transferred or promoted, in any manner, a determination may be made by the Chief of Police that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

8. BREAKS AND LUNCH

This article applies to the following classifications only:

- Public Safety Dispatchers I/ II
- Crime Analysts
- Police Service Officers I/II

These classifications will be provided with a 45 minute paid meal period within a 10-12 hour shift.

Employees working overtime between five (5) and seven (7) consecutive hours shall receive a 20-minute paid break time. Employees working overtime shifts of seven (7) consecutive hours or more shall be entitled to receive one (1) 45-minute meal period.

During each of these paid meal breaks, employees will remain on an on-call status.

9. CALL BACK PAY

Employees who are not on stand-by and who are called back to work during their off-duty hours will receive two (2) hours minimum pay at one and one-half (1 ½) times their regular rate.

10. COMPENSATORY TIME

Administrative Assistant, Management Assistant, and Police Training Coordinator

Employees may accrue a maximum of 40 hours of Compensatory Time off, with the exception noted below. Each employee has the option of electing to convert any, or all, accrued Compensatory Time off hours to pay at the hourly rate existing at the time of distribution. Compensatory Time converted will be paid with the second paycheck in November of each year. Upon separation from employment, accrued Compensatory Time off will be converted to cash at the then existing base hourly rate.

All positions not listed above – Two (2) Compensatory Time banks, each consisting of eighty (80) hours, are established:

- Compensation Bank No. 1: This bank provides for the accrual of eighty (80) hours of Compensatory Time to be paid out only upon separation from employment. The first eight (80) hours of Compensatory Time earned by an employee are recorded in this account. No annual buy back of this time is provided.
- Compensation Bank No. 2: This bank provides for the accrual of up to eighty (80) hours of Compensatory Time for use as time off only. This time may not be sold back to the City. Overtime hours in excess of eighty (80) in this account will be paid to employees in salary at one and one-half (1 ½) times the employee's regular rate of pay.

11. COMPUTER LOAN PROGRAM

All regular employees who have completed their probationary period are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any new computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.
- Upon notification of winning the PC Lottery Program, participant will have thirty (30) days to submit necessary documentation to Finance Department for pre-approval of system purchase.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds.

12. COST OF LIVING ADJUSTMENT

Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period after ratification of the CPPEA Unit and approval by the City Council: Two percent (2%)
- Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

For any part-time position that receives a mandated wage increase (due to the minimum wage law), the full-time position will receive the same increase.

13. COURT APPEARANCE COMPENSATION

Employees who are subpoenaed to appear in court during their off-duty hours are compensated at one and one-half (1-½) times their hourly rate of pay with a 2-hour minimum guarantee. Employees who receive two (2) separate subpoenas to appear for the morning and afternoon sessions on the same day will receive two (2), 2-hour minimum guarantees. Time spent during all courtroom recesses, including court lunch recesses will be considered time worked for purposes of computing compensation. Hours spent in court beyond the two (2), 2-hour guarantees will be compensated on an hour-per-hour basis with the exception of travel time. Employees who do not exercise the option to verify that a case is scheduled and who report to the court will be compensated for their appearance.

14. COURT STAND-BY COMPENSATION

Off duty personnel who are placed on stand-by for a possible court appearance will be paid at their straight time rate for two (2) hours per day.

15. COURT TRAVEL

Employees who are subpoenaed to and appear in a court outside the local area (the local area being defined as Pomona and Rancho Cucamonga) during off duty hours will be paid, at a straight time rate, compensatory time off for travel time. The travel time is to be calculated from the Chino Police Department to the court and return.

16. DEATH BENEFIT

Employees are provided with $100,000 in life insurance coverage, payable to beneficiary(ies) on file in Human Resources/Risk Management at time of death.

In the event of an employee's death, their beneficiary(ies) will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using the definition in CalPERS, then Sick Leave Time will be paid to the employees' beneficiary(ies) at 100% cash out of the accrued Sick Leave on record.

In the event of an employee's death where such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

17. DEFERRED COMPENSATION PLAN

A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Employees will receive a one hundred dollar ($100) per month City match to their Deferred Compensation Plan provided the employee contributes one hundred dollars ($100) per month to their City Deferred Compensation account. If the employee does not contribute to the Deferred Compensation account each month, they will not be eligible for the City match.

"Catch-up" Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 3 years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick Leave, Vacation, Floating Holiday, Sick Leave Conversion, Compensatory Time hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the employee, accumulated Sick Leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of their planned retirement date, have "457 catch-up" privileges available to them, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" - Sick Leave

Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The

employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be added back to the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Compensatory Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Floating Holiday, Sick Leave Conversion, Compensatory Time and/or accrued Vacation Leave to contribute this additional amount.

Contributions to the deferred compensation plan will be discontinued while an employee is receiving Workers' Compensation payments.

18. DIRECT DEPOSIT

All employees will be required to have funds directly deposited into an account they established for deposit of their payroll checks.

19. DISABILITY

Full-time, non-probationary employees are eligible for a City-funded Short/Long-term disability plan which provides for salary continuation effective on the 41st consecutive calendar day of disability at a rate of 100% of the employee's base salary, with a provision to continue regular benefits and benefit accruals. On the 61st consecutive calendar day of disability, salary continuation is paid at a rate of up to 66-2/3% of salary at time of disability. The entire benefit period will not exceed five (5) years.

20. DISCIPLINARY APPEAL PROCEDURE

Resolution 2003-11 will be amended to reflect that the City Manager will no longer serve as the Hearing Officer.

21. EMOTIONAL SUPPORT CANINE HANDLER

Provide handler for emotional support canine, four (4) work hours per week for the dedicated care and maintenance of canine.

Whenever a canine is retired from active duty, the canine handler last having the canine shall have the option to purchase the canine pursuant to the applicable canine policy and purchasing agreement.

22. FLEXIBLE BENEFITS SPENDING PLAN

A Section 125 - Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

23. FLOATING HOLIDAY TIME

Employees are provided with thirty five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash-out up to thirty five (35) hours of Floating Holiday Time, one time per fiscal year, in a set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

24. HIRING INCENTIVE

Per Resolution No. 2022-40, the City will pay new-hire lateral Dispatchers (non-entry level) an incentive of $5,000 upon hire, and an additional $5,000 upon successfully passing the probation period.

25. HOLIDAYS

The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

a) Pertaining to Administrative Assistant, Management Assistant, and Police Training Coordinator – When a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. When a holiday falls on a Sunday, the following Monday will be recognized as the holiday. To be eligible for an observed holiday, employees must be paid for the regularly scheduled workday which immediately follows the observed holiday to receive pay for that holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be paid for a regularly scheduled workday on the Thursday before the observed holiday and the Tuesday following the observed holiday.

When a City-designated holiday is observed on an employee's scheduled day off, holiday hours will be credited to the employee. The employee is required to initiate contact with their supervisor in writing to request authorization to utilize these banked holiday hours. Any remaining time will be paid out in the final payroll check of each fiscal year.

When an employee separates from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation the accumulated holiday will be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

In any instance where an employee works on a holiday, the employee may choose one (1) of the following options for compensation:

i. Be paid holiday hours at straight time and bank hours worked as compensatory time at overtime hours.
ii. Be paid holiday hours at straight time and be paid hours worked at overtime rate.

b) Pertaining to all positions other than those listed in paragraph (a) herein – Employees are credited with one hundred and fifty five (155) holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. Employees have the option of converting Holiday Time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated time off must be utilized during the fiscal year, and

there will be no option to carry unused accumulated holiday time from one fiscal year to another. Employees who have unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Employees may receive payment for holidays in one lump sum, in a check separate from their regular payroll check, upon written request to the City's Finance Department, at any time throughout the year. Requests submitted with time sheets will be paid with the next regular payroll check distribution. Holiday pay will be calculated at the pay rate at the time of cash out.

Special compensation will be reported according to PERS requirements and guidelines.

Except for employees retiring from the City, employees who use or receive pay for observed City holidays and subsequently terminate their employment with the City, will be responsible to reimburse the City for hours used beyond those which would have normally accrued during that period of time in the fiscal year. See Salary Adjustments (Overpayments, Recovery, and Underpayments) Section of this MOU.

26. HOLIDAY CLOSURE

Pertaining to Administrative Assistant, Management Assistant, and Police Training Coordinator:
The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holiday, Compensatory Time, or Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Chief of Police.

27. JURY DUTY

Employees are compensated for jury service of ten (10) work days per fiscal year. A "work day" will be defined as a regularly scheduled day of work for the employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

28. LEAVE APPROVAL

Employees are guaranteed to receive approval from supervisor(s) for paid leave of not less than eighty (80) hours non-consecutive Vacation, Floating Holiday or Compensatory Time each fiscal year to be deducted from the employee's accrued leave time on record.

29. LIFE INSURANCE
Employees are provided with $100,000 in life insurance coverage.

See also Death Benefit Section of this MOU.

30. LONGEVITY PAY
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

31. MANAGEMENT RIGHTS
The City retains all rights, powers, and authority to manage, direct, and control its operations, except as specifically limited by this Memorandum of Understanding (MOU) or applicable law. These rights include, but are not limited to:

- Determining the organization, mission, and objectives of the agency or department.
- Establishing the mission of its constituent departments, commissions, and boards.
- Setting and modifying standards of service.
- Planning, directing, and controlling the workforce.
- Establishing policies, procedures, and standards for employee conduct and performance.
- Conducting performance evaluations and implementing performance improvement plans as necessary.
- Determining the number, location, and types of employees required.
- Hiring, promoting, transferring, assigning, and retaining employees.
- Establishing job classifications, qualifications, and standards for hiring, training, and performance evaluation.
- Exercising full control and discretion over the organization's structure and the technology used to perform work.
- Implementing corrective actions, including suspension, demotion, or termination, for just cause.
- Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.
- There is not provision in this MOU that shall be deemed to limit or curtail the City's rights, unless and only to the extent that the provision of this MOU specifically curtail or limit such rights.

MEET AND CONFER
Where required by law, the City agrees, prior to implementation, to meet and confer with the **CPPEA Unit** concerning the impact of the exercise of City rights on wages, hours, and terms and conditions of employment.

32. MILEAGE REIMBURSEMENT

The City agrees to reimburse employees authorized by the Chief of Police for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid the required vehicle insurance verification..

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Chief of Police and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

33. ON-CALL PAY

Employees who are released from active duty but are required to leave notice where they can be reached shall be defined as assigned to on-call duty. On-call duty requires employees assigned to respond to within a reasonable period. The Chief of Police may establish what constitutes reasonable response times based on the nature of incident.

In order to assure a reasonable response time, employees on-call are required to either carry a City-provided communication device or provide their supervisor with a telephone number where they can be reached while on-call duty.

The Chief of Police shall identify positions within the Department that require employees to be on-call and are eligible for on-call duty pay.

Employees placed on-call will be guaranteed two (2) hours straight time pay for each day of the week, including weekends and holidays. The employee may elect to have this in pay or Compensatory Time off.

34. OVERTIME

For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-½) times the employee's base rate of pay unless otherwise specified in this Memorandum of Understanding.

See also Regular Rate of Pay Section of this MOU.

35. OVERTIME COMPENSATION

Mandatory overtime will be all overtime which is assigned; this rate will be at one and one-half (1-½) times the employee's hourly rate. Employees who work beyond two (2) consecutive shifts within a 24 hour period will be compensated at two (2) times the employee's regular base rate of pay commencing on the 17th consecutive hour of work.

See also Regular Rate of Pay Section of this MOU.

36. PRISONER TRANSPORTATION PAY
See Special Assignment Pay section of this MOU.

37. RECRUITMENT INCENTIVE
For recommendation resulting in Sworn Officer hire as follows:

- $2,000 @ Hire plus $500 @ completion of probation for entry level.
- $4,000 @ Hire plus $1,000 @ completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

38. REGULAR RATE OF PAY
For purposes of determining the "regular rate" of pay in calculating Fair Labor Standards Act ("FLSA") overtime, the "regular rate" of pay includes "all remuneration for employment paid to, or on behalf of, the employee" except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding ("MOU") will be included for purposes of determining the "regular rate" of pay:

- Acting Pay
- Additional Duty Pay
- Unused portions of the Benefit Bank actually received as cash
- Bilingual Pay
- Longevity Pay
- Special Assignment/Pay
- Standby Pay
- Training Pay
- Uniform Cleaning Allowance

For purposes of calculating the total hours actually worked in the work period, all hours taken as leave during the work period will continue to be deducted from total number of hours actually paid.

See also Overtime and Overtime Compensation Sections in this MOU.

39. REHIRE POLICY
An employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact, rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have their seniority level and leave accrual rates set based upon the number of years of service with the City of Chino prior to their resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back will be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for, will be reinstated.

40. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE

An employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in their Personnel File. If the employee, or the employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional thirty (30) days extension will be granted.

41. RETIREMENT

Retirement Plans – The City has a three-tier retirement plan as follows:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011 will continue to be eligible for the 2.7% at age 55 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011 will be enrolled in the 2% at age 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2% at age 62 (PEPRA) Plan, with a 3-year average final compensation.

Member Contribution to PERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and PERS guidelines:

A. 2.7% at 55, if hired before October 16, 2011:
   1) Employee contribution rate – 8% of reportable compensation.
B. 2% at 55, if hired on or after October 16, 2011:
   1) Employee contribution rate – 7% of reportable compensation.
C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
   1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

42. SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments)

All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human

Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

3. Extensions to the period for repayment of the overage or an alternative prepayment method may be requested by the employee and are subject to the approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situation involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Public Safety Dispatcher – will receive a one-time adjustment to current base salary range in order to place this classification in line with the number three (3) position among the salary survey cities.

43. SCHEDULE

A. WORK SCHEDULES

The Chief of Police shall establish work schedules and hours as may be necessary for the efficient and operational needs of the Department or the service needs of the community.

B. CHANGING OF DAYS OFF FOR TRAINING PURPOSES:

Employees will not be subjected to non-voluntary splitting of their days off to accommodate departmental training needs.

C. EMERGENCY SCHEDULE:

The City reserves the right to waive the seniority criteria and determine shift work scheduling and vacations as is necessary and desirable for the needs of the service, under emergency and/or temporary situations. (Refer to Seniority section)

D. FLEXIBLE TIME SCHEDULING:

The City allows employees the ability to utilize a flexible time (flex time) work schedule. Scheduling is developed/administered departmentally with the Chief of Police serving as ultimate approver of schedules.

44. SENIORITY

The City and non-sworn employees of the Chino Police Department agree to use seniority as the method of determining shift work schedules and vacation.

Seniority will be determined by hire date with Chino Police Department. If two (2) new personnel (any job class or rank) are hired at the same time, at the same step, for the same position, then

City payroll numbers (determined alphabetically) will determine seniority with the lowest number being senior.

For added clarification, the City reserves the right to waive the seniority criteria and determine shift work scheduling and vacations as is necessary and desirable for the needs of the service, under emergency and/or temporary situations.

45. SEPARATION FROM CITY

At the discretion and approval of the Chief of Police, employees may be allowed to extend their last day of employment through the use of qualifying leave time for up to one (1) pay period beyond the last day the employee physically reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

For this article, qualifying leave time is defined as vacation, holiday, floating holiday, personal or comp time. Sick leave usage will be allowed under the terms of Article 46 Sick Leave, and those provisions must be followed for any sick leave usage to be allowed under this article.

46. SICK LEAVE

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any Sick Leave hours for time missed from work.

47. SICK LEAVE HIRING INCENTIVE

A new employee may be credited with up to two hundred (200) hours of Sick Leave as long as the prior employer did not compensate the employee for these Sick Leave hours at this amount or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

48. SICK LEAVE BUY-BACK

At separation of employment the City will buy back a percentage of the employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years of full-time City service. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City will buy-back Sick Leave at 100% for any service or disability retirement following five (5) years of continuous full-time service with the City as the final employer.

49. SICK LEAVE CONVERSION TO PERSONAL LEAVE

For employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 Hours limit converted To Pay
12 days (120 hrs)	0	8 days (64 hrs)	0+64+56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10+56+54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20+48+52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30+40+50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40+32+48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50+24+46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60+16+44 = 120 hrs

Personal Leave must be taken as time off with approval from the Chief of Police and may not be carried from one fiscal year to another. Personal Leave that is not used will be credited to Sick Leave at the end of the fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

50. SICK LEAVE PROGRAM

Employees with a Sick Leave accumulation in excess of nine hundred and sixty (960) hours on the last pay period in June, may convert up to fifty six (56) hours of sick leave to cash. Payment shall be calculated at the employee's hourly base rate and paid in the final payroll check of each fiscal year.

51. SPECIAL ASSIGNMENTS

Employees will be subject to mandatory transfers into "Special Assignments" to meet the operational needs of the City. Training will be provided, as needed, to assist in the transition of

acquiring new duties and responsibilities. If an employee has a specific concern relative to the "Special Assignment" they have been chosen to fill, a discussion will be held that may include the affected employee, their representative, the Director of Human Resources/Risk Management and any other relevant party.

An employee will experience no change in compensation if the "Special Assignment" is deemed to be set at a lower pay grade than the employee is currently earning. If an employee is placed in a position at a higher pay grade than the employee is currently earning, this will be deemed to be "Acting Duty" and will be compensated in accordance with the City's Rules regarding "Acting Duty" status. The period over which "Acting Duty" can be continued will not be limited by the timeline set in the Personnel Rules. An employee on "Special Assignment" will not be placed on probationary status. The length of time to be worked in "Special Assignment" is undetermined; however, an employee, or their representative, may periodically request a status report as to the anticipated continuation of their "Special Assignment" job.

An employee demonstrating a bonafide inability to perform the duties of the "Special Assignment" (i.e., not performing at a satisfactory level or better) will not be subject to termination if said substandard performance is based on a lack of job skill or a disability.

52. SPECIAL ASSIGNMENT PAY

An additional one hundred dollars ($100) per month (paid over 24 pay periods) will be paid to Police Service Officers whose additional duties include prisoner transportation.

53. STANDBY PAY

Two (2) hours for each day of the week, including weekends and holidays, will be paid at straight time, in pay or Compensatory Time off at the employee's option, to employees required to be on Standby duty as authorized by the Chief of Police or a designated representative.

54. TRAINING PAY

Employees holding the position classification of Crime Analyst, Crime Prevention & Community Outreach Specialist, Police Records Technician, Police Records & Evidence Coordinator, Police Service Officer I/II, Property & Evidence Technician, and Public Safety Dispatcher I/II who are formally designated to act as a Training Officer, actually supervising a trainee, and doing so for no less than 50% of the Training Officer's regularly scheduled shift, will earn one and 1/2 (1 ½) hours of pay for each shift served as a Training Officer. This pay will have no limiting effect on the receipt of overtime by the training employee when overtime is authorized by the supervisor.

55. TUITION ADVANCE PROGRAM

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial 60 calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

56. TUITION REIMBURSEMENT – ENHANCED PROGRAM

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources Department/Risk Management no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

57. UNIFORM CLEANING ALLOWANCE

Employees in the following classifications: Crime Prevention & Community Outreach Specialist, Crime Analyst, Police Records Technician, Police Records & Evidence Coordinator, Police Service Officer I/II, Property & Evidence Technician, and Public Safety Dispatcher I/II will be provided with a uniform cleaning allowance of seven hundred and seventy dollars ($770) per year. Effective August 1, 2025, the City agrees to pay the uniform cleaning allowance of thirty-two dollars and eight cents ($32.08) per 24 pay periods.

For PERS Classic employees, the City shall report to CalPERS the monetary value of uniforms in the amount of thirty-two dollars and eight cents ($32.08) per 24 pay periods. If assignment is made to a non-uniformed unit the employee will no longer eligible to receive the uniform cleaning allowance and the Department will immediately notify Human Resources/Risk Management Department by processing a Personnel Action Form (PAF) to cease payment of the uniform cleaning allowance.

58. VACATION LEAVE

Maximum accrual of Vacation is four hundred (400) hours. Upon separation from City employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave Conversion. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6-24	12 Days (120 hours)
25-48	15 Days (150 hours)
49-108	18 Days (180 hours)
109-120	19 Days (190 hours)
121 +	20 Days (200 hours)

59. VACATION LEAVE BUY-BACK

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back.

60. VACATION LEAVE CONVERSION

Employees who have accrued a minimum of one hundred and twenty (120) hours of Vacation Leave may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off. Usage requirement waived for "activated" military personnel.

61. WORKERS' COMPENSATION PROGRAM

Whenever an employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of their duties, the employee will be compensated as follows: On the first, second, and third day of the injury, employees will use accrued Sick Leave, Vacation Leave, Floating Holiday Leave, and/or Compensatory Time off for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days, the City will credit the employee for the first three (3) days of Sick Leave used. If hospitalization is required, the first, second, and third days' salary is paid by the City through the Workers' Compensation program.

62. WORKERS' COMPENSATION PREMIUM PAYMENT

In the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a ten percent (10%) premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit;
- That neither a "Notice of Claim" nor "Application for Adjudication of Claim" will have been filed or served against the City of Chino;
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City;
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

63. SAVINGS CLAUSE

Should any clause in this Memorandum of Understanding be held invalid by law and/or a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Memorandum of Understanding will remain in full force and effect. The City and CPPEA will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

64. MAINTENANCE OF EXISTING BENEFITS

All wages, hours and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by the employees will remain in full force and effect during the term of this Agreement unless mutually agreed to the contrary by both the City and CPPEA or determined by law and/or by a court of competent jurisdiction to be unlawful.

65. IMPLEMENTATION

The terms of this Memorandum of Understanding are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

CPPEA proposals for the next Agreement are due to the City no later than April 15 of each year.

66. TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and CPPEA Unit agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Signatures on following page.

Leah Green, Employee Representative
Chino Police Professional Employees
Association (CPPEA)

7-30-25
Date

Linda Reich, City Manager
City of Chino

7-31-25
Date

Fernando Pelaez, Employee Representative
Chino Police Professional Employees
Association (CPPEA)

7-31-25
Date

Theresa Doyle, Director of Human
Resources/Risk Management
City of Chino

7-24-2025
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO POLICE PROFESSIONAL EMPLOYEES ASSOCIATON
JULY 1, 2025 – JUNE 30, 2027

This Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino Police Professional Employees Association covering the period of July 1, 2025 through June 30, 2027 ("CPPEA MOU 2025-27"), is entered into by and between the City of Chino ("City") and Chino Police Professional Employees Association ("CPPEA").

RECITALS:

WHEREAS, CPPEA is the recognized employee organization for all regular, non-sworn, full-time Chino police employees in the City of Chino as identified in the CPPEA MOU 2025-27; and

WHEREAS, CPPEA had agreed to defer 1% of its requested cost of living wage ("COLA") increase from year one to year two of the CPPEA MOU 2025-27 with the understanding that other bargaining groups were doing the same to relieve the immediate fiscal impact of the wage increases on the City, but other bargaining groups have since received the full 3% COLA in the first year of their labor contracts; and

WHEREAS, the labor representatives of the City and CPPEA have determined that changing the implementation schedule of Article 12 on cost of living wage adjustments in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties for uniformity across bargaining units and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and the CPPEA have also determined that revising the language of Article 44 on seniority in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties to provide clarification on the method of determining work schedules and vacation and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, the labor representatives of the City and the CPPEA have further determined that adding a new Article on notary pay in the CPPEA MOU 2025-27 would be in the best interests of the City and the parties to provide compensation to one employee in the unit designated by the Chief of Police to perform notary duties and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CPPEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Amendment No. 1 to the CPPEA MOU 2025-27, the parties hereto agree to the following updates and/or amendments made to the current/existing language in the CPPEA MOU 2025-27 and where there is duplicative language or provisions this Amendment No. 1 language supersedes and governs.

ARTICLE 12. COST OF LIVING ADJUSMENT

Currently reads as follows:

Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period after ratification of the CPPEA Unit and approval by the City Council: Two percent (2%)
- Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

Effective upon approval of the City Council, this Article shall be modified as follows:

Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period beginning July 21, 2025, a three percent (3%) cost of living adjustment (COLA). The City appreciates the union's agreement to defer one percent (1%) into the subsequent contract year but given that such deferment was not universal among employee bargaining groups, the parties agree to implement the full COLA in the first year of the contract as described herein.
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%).

ARTICLE 44. SENIORITY

Currently reads as follows:

The City and non-sworn employees of the Chino Police Department agree to use seniority as the method of determining shift work schedules and vacation.

Seniority will be determined by hire date with the Chino Police Department. If two (2) new personnel (any job class or rank) are hired at the same time, at the same step, for the same position, then City payroll numbers (determined alphabetically) will determine seniority with the lowest number being senior.

For added clarification, the City reserves the right to waive the seniority criteria and determine shift work scheduling and vacations as is necessary and desirable for the needs of the service, under emergency and/or temporary situations.

Effective upon approval of the City Council, this Article shall be modified by wholly replacing the above with the following:

The City and non-sworn employees of the Chino Police Department agree to use seniority as the method of determining shift work schedules and vacation.

Seniority will be determined by hire date within an employee's established classification with Chino Police Department as defined by the examples below.

Example 1: If two (2) new personnel in the classification of Police Dispatcher I are hired at the same time, at the same step, then City payroll number (determine alphabetically by last name) will determine seniority with the lower number being senior.

Example 2: If a part-time employee in the classification of Property & Evidence Technician is promoted into a full-time position with the Department, no matter the classification, their seniority date for determining shift work schedules and vacation will start from the date they begin their full-time position and begin their probationary period.

Example 3: If a full-time employee in the classification of Property & Evidence Technician is promoted into a full-time Crime Analyst position with the Department, their seniority date for determining shift work schedules and vacation will start from the date they begin their Crime Analyst position.

The City reserves the right to waive the seniority criteria and determine work shift scheduling and vacation as is necessary and desirable for the needs of the service, under emergency and/or temporary situations. The Chief of Police or their designee will be responsible for determining emergency and/or temporary changes in work schedules for the efficient and effective operational needs of the Department.

NEW ARTICLE 67. NOTARY PAY

The City will provide compensation in the amount of one hundred dollars ($100) per month for one (1) employee in the unit designated by the Chief of Police to perform notary duties. The payment for notary duties will be made biweekly in the amount of forty-six dollars and fifteen cents ($46.15) for twenty-six (26) pay periods.

The employee receiving notary pay shall maintain their commission from the California Secretary of State, if they are receiving the notary pay. The City shall pay for the cost of the necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

Should the employee not maintain their commission, the employee is responsible for notifying the Chief of Police and Payroll Division immediately, so the notary pay may be ceased.

Except as expressly provided for in this Amendment No. 1 to the CPPEA MOU 2025-27, all other provisions of the CPPEA MOU 2025-27 shall remain in full force and effect. The parties also acknowledge that this Amendment No. 1 to the CPPEA MOU 2025-27 shall not be in full force and effect until adopted by resolution by the City Council of the City of Chino.

Fernando Pelaez, Employee Representative Chino Police Professional Employees Association (CPPEA)	Linda Reich, City Manager City of Chino
Date	Date
Leah Green, Employee Representative Chino Police Professional Employees Association (CPPEA)	Terry Doyle, Director of Human Resources/Risk Management City of Chino
Date	Date

RESOLUTION NO. 2025-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by the Chino City Hall Confidential Employee Association ("CCHCEA"); and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Memoranda of Understanding, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Memorandum of Understanding between representatives of the City of Chino, California, and the Chino City Hall Confidential Employee Association covering the period of July 1, 2025 through June 30, 2027 ("CCHCEA MOU 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the labor representatives of the City and CCHCEA have determined that changing the implementation schedule of Article 10 on cost of living wage adjustments in the CCHCEA MOU 2025-27 would be in the best interests of the City and the parties for uniformity across bargaining units and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CCHCEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt an amendment to the CCHCEA MOU 2025-27 to memorialize and confirm the change in the implementation schedule of the Article 10 in cost of living wage adjustments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference, with a true and correct copy of the previously adopted CCHCEA MOU 2025-27 being attached hereto as Exhibit A.

SECTION 2. The City Council hereby approves and adopts the Amendment No.1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino City Hall Confidential Employee Association covering the period of July 1, 2025 through June 30, 2027, a signed copy of which is attached hereto as Exhibit B.

SECTION 3. The City Clerk shall certify the adoption of this resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Memorandum of Understanding between representatives of the City of Chino, California, and the Chino City Hall Confidential Employee Association covering the period of July 1, 2025 through June 30, 2027

EXHIBIT B. Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino City Hall Confidential Employee Association covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE CITY OF CHINO, CALIFORNIA

AND

THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION

July 1, 2025 to June 30, 2027

MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION
(A RECOGNIZED EMPLOYEE ASSOCIATION)

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**MEMORANDUM OF UNDERSTANDING
BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA,
AND THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION
(A RECOGNIZED EMPLOYEE ASSOCIATION)**

This Memorandum of Understanding (MOU) is entered into with references to the following facts:

A. The Chino City Hall CONFIDENTIAL Employee Association, hereinafter referred to as the "CONFIDENTIAL," is the recognized employee organization for all regular, full-time CONFIDENTIAL, non-management employees within City Hall in the City of Chino, hereinafter referred to as the "City," who are assigned to the City Manager's Office, Human Resources/Risk Management Department, Finance Department/Payroll Division, Administrative Secretaries reporting to a Department Director and all Management Assistants assigned to Finance, Community Services, Parks & Recreation and the Administration Departments. The positions in the CONFIDENTIAL Association are designated as such in the City's Classification and Compensation Schedule – Non-Management Positions.

Administrative Assistant
City Clerk Records Technician
Community Liaison
Deputy City Clerk
Executive Assistant
Executive Assistant to the City Council
Human Resources Specialist I/II
Information Technology Specialist I/II
Management Assistant
Payroll Technician

B. In the interest of maintaining harmonious relations between the City and the CONFIDENTIAL, authorized representatives of the City and CONFIDENTIAL have met and conferred in good faith, exchanging various proposals concerning wages, hours, and other terms and conditions of employment of the employees which are within the scope of law for represented employees in CONFIDENTIAL.

C. The authorized representatives of the City and CONFIDENTIAL have reached mutual agreement on wages, hours and other terms and conditions of employment for these employees.

THEREFORE, the City and CONFIDENTIAL agree that wages, hours, and terms and conditions of employment will be applied as follows for the period of July 1, 2025, through and including June 30, 2027. (Note: The provisions of this Memorandum of Understanding apply only to those individuals who are employed with the City of Chino on the day following the adoption of a formal resolution by City Council approving this MOU).

1. ACTING PAY

The City will grant Acting Pay after an employee has worked in a higher classification for twenty (20) consecutive work days or for twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or "A" Step of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

2. ADDITIONAL DUTY PAY

Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Department Director. The additional duty pay will be restricted to no more than twelve (12) month limit. In extenuating circumstances, the Department Head may request an extension of the additional duty pay past the twelve (12) month limit. This request must be made in writing to the City Manager with justification as to why an extension is required. The extension must include the date the additional duty pay will expire and a copy of the signed extension must be attached to the Personnel Action Form (PAF).

3. ASSOCIATION MATTERS

A 250 copy per month photocopy account is established for CONFIDENTIAL business. Copies exceeding 250 per month will be paid to the City by CONFIDENTIAL at the current per-copy charge. Association members are provided 24 hours per fiscal year to be used to attend to training or other related business in the interest of CONFIDENTIAL, at times authorized by the City. These hours do not accumulate or carry over from one fiscal year to the next.

CONFIDENTIAL is allowed to use City Hall as its corporate headquarters (mailing address and meetings). Permission must be obtained from the City Manager for any association fundraising activity conducted on City of Chino property.

4. ASSOCIATION REPRESENTATION - REQUEST FOR DECERTIFICATION

The City amends its language as found in Resolution 85-53 to read as follows:

A Decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in the recognized unit must be filed with the Director of Human Resources no later than six (6) months (180 days) prior to the expiration of the Memorandum of Understanding then in effect. A Decertification Petition must be filed by two (2) or more

employees or their representative, or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a) The name, address and telephone number of the petitioner(s) and a designated representative authorized to receive notices or requests for further information.
b) The name of the established represented unit and the incumbent recognized employee organization sought to be decertified as the representative of that unit.
c) Proof that the incumbent recognized employee organization no longer represents more than fifty percent (50%) of the employees in the represented unit, and any other relevant and material facts, including verification that more than fifty percent (50%) of the represented unit no longer desire to be represented by the recognized employee organization.

Such proof will be submitted for verification to the Director of Human Resources/Risk Management. All signatures on the Decertification Petition will indicate the date when signed by the employees. All signatures on the Petition will be obtained within one month (30 days) prior to filing the Decertification Petition with the Director of Human Resources/Risk Management.

If an accompanying Request for Recognition is filed, and decertification of the incumbent recognized employee organization is made, such documentation will also determine the wishes of employees as to the question of representation.

5. BENEFIT BANK

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the rate equal to Kaiser), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective on December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

6. BEREAVEMENT LEAVE

A non-accruing bank of five (5) days (50 hours) for the bereavement of a qualified family member is provided. A "qualified family member" is defined as a spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

7. BILINGUAL PAY

Employees are eligible to receive a one hundred and sixty dollar ($160) bilingual allowance per month (paid over 24 pay periods) for verbal fluency in any language that the Department Director deems necessary other than English, including sign language, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine an employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by their Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make his/her recommendation based on an assessment of the need for the employee to use bilingual skills on the job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee with no right of appeal.

8. COMPENSATORY TIME

Employees may accrue a maximum of forty (40) hours of Compensatory Time off. Each employee has the option of electing to convert any, or all, accrued Compensatory Time off hours to pay with the second paycheck in November of each year at the hourly rate existing at that time. Upon separation from this bargaining unit, accrued Compensatory Time off will be converted to cash at the then existing base hourly rate.

Employees will only be eligible to earn Compensatory Time when working overtime in their regularly assigned assignment. All other overtime earned will be paid.

9. COMPUTER LOAN PROGRAM

All regular employees who have completed their probationary period are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

10. COST OF LIVING ADJUSTMENT

Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period after ratification of the Confidential Unit and approval by the City Council: Two percent (2%)
- Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

11. DEATH BENEFIT

Employees are provided with $100,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management Department at time of death.

In the event of an employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using the definition in CalPERS, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash out of the employee's accrued Sick Leave on record.

In the event of an employee's death where such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

12. DEFERRED COMPENSATION PLAN

A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution

Employees will receive a one hundred dollar ($100) per month City match to their Deferred Compensation Plan provided the employee contributes one hundred dollars ($100) per month to their City Deferred Compensation account. If the employee does not contribute to the Deferred Compensation account each month, they will not be eligible for the City match.

"Catch-up" Provision

Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick Leave/Vacation/Sick Leave Conversion/ Floating Holiday Compensatory Time leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 Catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of their planned retirement date, have "457 Catch-up" privileges available to him/her, and be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" - Sick Leave

Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement

will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be counted towards the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or compensatory Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Floating Holiday, Sick Leave Conversion, Compensatory and/or accrued Vacation Leave hours to contribute this additional amount.

Contributions to deferred compensation program will be discontinued while an employee is receiving Workers' Compensation payments.

13. DIRECT DEPOSIT
All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

14. DISABILITY
Full-time, non-probationary employees are eligible for a City-funded Short/Long-term disability plan which provides for salary continuation effective on the 41st consecutive calendar day of disability at a rate of 100% of the employee's base salary, with a provision to continue regular benefits and benefit accruals. On the 61st consecutive calendar day of disability, salary continuation is paid at a rate of up to 66-2/3% of salary at time of disability. The entire benefit period will not exceed five (5) years.

15. DISCIPLINARY APPEAL PROCEDURE
Resolution 2003-11 will be amended to reflect that the City Manager will no longer serve as the Hearing Officer.

16. FLEXIBLE BENEFITS SPENDING PLAN
A Section 125 - Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

17. FLOATING HOLIDAY TIME
Employees are provided with thirty five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash out up to thirty five (35) hours of Floating Holiday Time, one time per fiscal year, in one set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning or separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

18. HOLIDAYS
The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day

Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. When a holiday falls on a Sunday, the following Monday will be recognized as the holiday. To be eligible for an observed holiday, employees must be paid for the regularly scheduled workday which immediately follows the observed holiday to receive pay for that holiday. For example, if a holiday fell on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be paid for a regularly scheduled workday on the Thursday before the observed holiday and the Tuesday following the observed holiday.

When a City-designated holiday is observed on an employee's scheduled day off, holiday hours will be credited to the employee. The employee is required to initiate contact with their supervisor in writing to request authorization to utilize these banked holiday hours. Any remaining time will be paid out in the final payroll check of each fiscal year.

When an employee separates from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday will be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

In any instance where an employee works on a holiday, the employee may choose one (1) of the following options for compensation:

a) Be paid holiday hours at straight time and bank hours worked as compensatory time at overtime rate.
b) Be paid holiday hours at straight time and be paid hours worked at overtime rate.

19. HOLIDAY CLOSURE

The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holiday, Compensatory Time, or Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

20. JOINT-LABOR MANAGEMENT COMMITTEE

The City and the Confidential Unit may convene a Joint Labor-Management (JLM) Committee from time to time for the purpose of discussing matters of mutual concern that do not involve modifications to this Memorandum of Understanding (MOU).

Meetings of the JLM Committee shall be scheduled as needed and only by mutual agreement of both parties. The format, structure, and composition of the Committee shall be determined jointly by the City and the Confidential Unit.

Any actions taken or recommendations made by the JLM Committee shall be non-binding unless explicitly stated otherwise in a written agreement. Such agreements shall be effective only upon approval by the City Council and ratification by the Confidential Unit.

21. JURY DUTY

Employees are compensated for jury service of ten (10) work days per fiscal year. A "work day" will be defined as a regularly scheduled day of work for the employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

22. LIFE INSURANCE

Employees are provided with $100,000 in term life insurance coverage.

Also see Death Benefit Section in this MOU.

23. LONGEVITY PAY

Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

24. MANAGEMENT RIGHTS

The City retains all rights, powers, and authority to manage, direct, and control its operations, except as specifically limited by this Memorandum of Understanding (MOU) or applicable law. These rights include, but are not limited to:

- Determining the organization, mission, and objective of the agency or department.
- Establishing the mission of its constituent departments, commissions, and boards.
- Setting and modifying standards of service.
- Planning, directing and controlling the workforce.
- Establishing policies procedures, and standards for employee conduct and performance.

- Conducting performance evaluations and implementing performance improvement plans as necessary.
- Determining the number, location, and types of employees required.
- Hiring, promoting, transferring, assigning, and retaining employees.
- Establishing job classifications, qualifications, and standards for hiring, training, and performance evaluation.
- Exercising full control and discretion over the organization's Structure and the technology used to perform work.
- Implementing corrective actions, including suspension, demotion or termination for just cause.
- Taking all necessary actions to carry out its mission in emergencies, including reassigning personnel and modifying work assignments as needed.
- There are no provisions in this MOU that shall be deemed to limit or curtail the City's rights, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights.

Meet and Confer Obligation
Where required by law, the City agrees, prior to implementation, to meet and confer with the Confidential Unit concerning the impact of the exercise of City rights on wages, hours, and terms and conditions of employment.

25. MILEAGE REIMBURSEMENT

The City agrees to reimburse employees authorized by their Department Director for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided. The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

26. NOTARY PAY

The City will provide compensation in the amount of one hundred dollars ($100) per month to up to two (2) employees in the unit designated by the City Manager to perform notary duties. The payment for notary duties will be made biweekly in the amount of forty-six dollars and fifteen cents ($46.15) for twenty-six (26) pay periods.

Employees receiving notary pay shall maintain their commission from the California Secretary of State, if they are receiving the notary pay. The City shall pay for the cost of necessary stamps, journals, supplies, and fees associated with State and/or County requirements, as applicable.

Should the employee not maintain their commission, the employee is responsible for notifying their supervisor and Payroll Division immediately, so the notary pay may be ceased.

27. OVERTIME

For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a workweek will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-1/2) times the employee's base rate of pay unless otherwise specified in this Memorandum of Understanding.

Employees working Household Hazardous Waste or another assignment outside of their regularly assigned Department must seek their supervisor's approval prior to working the outside assignment; the employee may be paid for overtime or accrue compensatory time.

Also see Regular Rate of Pay Section in this MOU.

28. RECRUITMENT INCENTIVE

For recommendation resulting in Sworn Officer hire as follows:

- $2,000 @ Hire + $500 @ completion of probation for entry level.
- $4,000 @ Hire + $1,000 @ completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

29. REGULAR RATE OF PAY

For purposes of determining the "regular rate" of pay in calculating Fair Labor Standards Act ("FLSA") overtime, the "regular rate" of pay includes "all remuneration for employment paid to, or on behalf of, the employee" except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding ("MOU") will be included for purposes of determining the "regular rate" of pay:

- Acting Pay
- Additional Duty Pay
- Unused portions of the Benefit Bank actually received as cash
- Bilingual Pay
- Longevity

For purposes of determining the total hours actually worked in the work period, all hours taken as leave are deducted from total number of hours paid.

See also Overtime Section of this MOU.

30. REHIRE POLICY

An employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is, in fact, rehired later than six (6) months after the effective date of

resignation and then employed in their former classification or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have their seniority level and leave accrual rates set based upon the number of years of service with the City of Chino prior to their resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back will be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for, will be reinstated.

31. RESPONSE TO DOCUMENTS PLACED IN EMPLOYEE PERSONNEL FILE

Employees, during City Hall business hours, with advance notice to Human Resources and with release time granted by their supervisor, have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

32. RETIREMENT

Retirement Plans – The City has a three-tier retirement plan as follows:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011, will continue to be eligible for the 2.7% at 55 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011 will be enrolled in the 2% at 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the is 2% at age 62 (PEPRA) Plan with a 3-year average final compensation.

Member Contribution to CalPERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to PERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and PERS guidelines:

A. 2.7% at 55, if hired before October 16, 2011:
   1) Employee contribution rate – 8% of reportable compensation.
B. 2% at 55, if hired on or after October 16, 2011:
   1) Employee contribution rate – 7% of reportable compensation.
C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
   1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

33. SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments)
All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

34. SCHEDULE
The City allows employees the ability to utilize a flexible time (flex time) work schedule. Scheduling is developed/administered departmentally with the Department Director serving as ultimate approver of schedules.

35. SEPARATION FROM CITY
At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday comp, or comp) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

36. SICK LEAVE

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment of any Sick Leave hours for time missed from work.

37. SICK LEAVE HIRING INCENTIVE

A new employee may be credited with up to two hundred (200) hours of Sick Leave as long as the prior employer did not compensate the employee for sick leave hours at the amount proposed or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

38. SICK LEAVE BUY-BACK

At separation of employment the City will buy back a percentage of the employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years of full-time City service. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City will buy-back Sick Leave at 100% for any service or disability retirement following five (5) years of continuous full-time service with the City as the final employer.

39. SICK LEAVE CONVERSION TO PERSONAL LEAVE

For employees who have earned sick leave accrual benefits for one (1) full fiscal year, sick leave may be converted to personal leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 Hours limit converted To Pay
12 days (120 hrs)	0	8 days (64 hrs)	0+64+56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10+56+54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20+48+52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30+40+50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40+32+48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50+24+46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60+16+44 = 120 hrs

Personal leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to another. Personal leave that is not used will be credited to Sick Leave at the end of a fiscal year if said credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave time.

40. SICK LEAVE PROGRAM

Employees having in excess of nine hundred and sixty (960) hours of accumulated sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

41. TUITIONADVANCE PROGRAM

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement

shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

42. TUITION REIMBURSEMENT – ENHANCED PROGRAM

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

43. VACATION LEAVE

Maximum accrual of Vacation is four hundred (400) hours. Upon separation from City employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave Conversion. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 mos – 24 mos of service:	12 days p/year (10.0000 hours p/month)
25 mos – 48 mos of service:	15 days p/year (12.5000 hours p/month)
49 mos – 108 mos of service:	18 days p/year (15.0000 hours p/month)
109 mos – 120 mos of service:	19 days p/year (15.8333 hours p/month)
121 or more months of service:	20 days p/year (16.6666 hours p/month)

44. VACTION LEAVE BUY BACK

At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back.

45. VACATION LEAVE CONVERSION

Employees who have accrued a minimum of 120 hours of Vacation Leave may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Six (6) months prior to date of conversion, half the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Note: Usage requirement waived for "activated" military personnel.

46. WORKERS' COMPENSATION PROGRAM

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, their duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick Leave, Vacation Leave, Floating Holiday Leave, and/or Compensatory Time off for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days the City will credit the employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days' salary is paid by the City through the Workers' Compensation program.

47. WORKERS' COMPENSATION PREMIUM PAYMENT

In the event that a work-related illness or injury results in a permanent disability settlement, the City will provide a ten percent (10%) premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit;
- That neither a "Notice of Claim" nor "Application for Adjudication of Claim" will have been filed or served against the City of Chino;
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City; and
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

48. SAVINGS CLAUSE

Should any clause in this Memorandum of Understanding be held invalid by law and/or a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Memorandum of Understanding will remain in full force and effect. The City and CONFIDENTIAL will immediately commence to negotiate for the purpose of replacing any invalid or illegal provision. However, no such replacement is mandated.

49. MAINTENANCE OF EXISTING BENEFITS

All wages, hours and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by the employees will remain in full force and effect during the term of this Agreement unless mutually agreed to the contrary by both the City and CONFIDENTIAL or determined by law and/or by a court of competent jurisdiction to be unlawful.

50. IMPLEMENTATION

The terms of this Memorandum of Understanding are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

CONFIDENTIAL proposals for the next Agreement are requested to be served on the City by no later than April 15 of each year.

51. TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City and Confidential Unit agree that the provisions of this Memorandum of Understanding shall be effective on July 1, 2025, and shall expire on June 30, 2027.

Signatures on following page.

Sarah Contreraz, Employee Representative
CONFIDENTIAL

7/16/25
Date

Linda Reich, City Manager
City of Chino

7-16-25
Date

Rosa Olguin, Employee Representative
CONFIDENTIAL

7.16.2025
Date

Theresa Doyle,
Director of Human Resources/
Risk Management

7-16-2025
Date

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN REPRESENTATIVES OF THE CITY OF CHINO, CALIFORNIA, AND THE CHINO CITY HALL CONFIDENTIAL EMPLOYEE ASSOCIATION
JULY 1, 2025 – JUNE 30, 2027

This Amendment No. 1 to the Memorandum of Understanding between representatives of the City of Chino, California, and the Chino City Hall Confidential Employee Association covering the period of July 1, 2025 through June 30, 2027 ("CCHCEA MOU 2025-27") , is entered into by and between the City of Chino ("City") and the Confidential Employee Association ("CCHCEA").

RECITALS:

WHEREAS, CCHCEA is the recognized employee organization for all regular, full-time confidential, non-management employees within City Hall in the City of Chino as identified in the CCHCEA MOU 2025-27; and

WHEREAS, CCHCEA had agreed to defer 1% of its requested cost of living wage ("COLA") increase from year one to year two of the CCHCEA MOU 2025-27 with the understanding that other bargaining groups were doing the same to relieve the immediate fiscal impact of the wage increases on the City, but other bargaining groups have since received the full 3% COLA in the first year of their labor contracts; and

WHEREAS, the labor representatives of the City and CCHCEA have determined that changing the implementation schedule of Article 10 on cost of living wage adjustments in the CCHCEA MOU 2025-27 would be in the best interests of the City and the parties for uniformity across bargaining units and have met and conferred on this proposed modification and reached a tentative agreement which requires a formal amendment to the CCHCEA MOU 2025-27, signed by the parties and ratified by the union, and approved and adopted by resolution of the City Council before becoming effective; and

THEREFORE, in consideration of the mutual covenants contained herein, and subject to City Council approval and adoption of this Amendment No. 1 to the CCHCEA MOU 2025-27, the parties hereto agree to the following updates and/or amendments made to the current/existing language in the CCHCEA MOU 2025-27 and where there is duplicative language or provisions this Amendment No. 1 language supersedes and governs.

ARTICLE 10. COST OF LIVING ADJUSMENT
Currently reads as follows:
Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period after ratification of the Confidential Unit and approval by the City Council: Two percent (2%)
- Effective the beginning of the pay period including July 1, 2026: Four percent (4%)

Effective upon approval of the City Council, this Article shall be modified as follows:
Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period beginning July 21, 2025, a three percent (3%) cost of living adjustment (COLA). The City appreciates the union's agreement to defer one percent (1%) into the subsequent contract year but given that such deferment was not universal among employee bargaining groups, the parties agree to implement the full COLA in the first year of the contract as described herein.
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%).

Except as expressly provided for in this Amendment No. 1 to the CCHCEA MOU 2025-2027, all other provisions of the CCHCEA MOU 2025-2027 shall remain in full force and effect. The parties also acknowledge that this Amendment No. 1 to the CCHCEA MOU 2025-2027 shall not be in full force and effect until adopted by resolution by the City Council of the City of Chino.

Sarah Contreraz, Employee Representative CONFIDENTIAL	Linda Reich, City Manager City of Chino
Date	Date
Rosa Olguin, Employee Representative CONFIDENTIAL	Terry Doyle, Director of Human Resources/Risk Management City of Chino
Date	Date

RESOLUTION NO. 2025-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AND AMENDING PORTIONS OF RESOLUTION NOS. 85-52, 85-53, AND 85-54 PERTAINING TO COMPENSATION FOR EMPLOYEE POSITION CLASSIFICATIONS REPRESENTED BY EXECUTIVE MANAGEMENT

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by Executive Management; and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Summary of Benefits for Executive Management covering the period of July 1, 2025 through June 30, 2027 ("EXECUTIVE MANAGEMENT 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the City has determined that changing the implementation schedule of the cost of living wage adjustments for Executive Management would be in the best interests of the City and the parties; and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt an amended EXECUTIVE MANAGEMENT 2025-27 Summary of Benefits to memorialize and confirm the change in the implementation schedule of the cost of living wage adjustments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City hereby approves and adopts an amended EXECUTIVE MANAGEMENT 2025-27 Summary of Benefits, which is attached hereto as Exhibit A.

SECTION 3. In the event of conflict between this Resolution and any prior City resolution relating to the subject matter thereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent of this Resolution provides benefits in excess or is different from the benefits provided in Resolution No. 2025-039, the provisions of this Resolution shall control.

SECTION 4. The City Clerk shall certify the adoption of this Resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____

EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Amended Executive Management Summary of Benefits covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

SUMMARY OF BENEFITS
EXECUTIVE MANAGEMENT

Excerpts from relevant State statutes, City Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.

The positions of Executive Management are:

City Manager
Assistant City Manager
Director of Community Services, Parks & Recreation
Director of Development Services
Director of Finance
Director of Human Resources/Risk Management
Director of Public Works

ACTING PAY:
The City will grant Acting Pay after an employee has worked in a higher classification for twenty (20) consecutive work days or for twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or "A" Step of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.

Subject to the conditions noted above, a qualifying employee will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will then receive Acting Pay retroactive to the first day of serving in the acting capacity.

Source: Resolution No. 97-62

ADDITIONAL DUTY PAY:
Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the City Manager.

Source: Resolution No. 97-62

ANNUAL PHYSICAL/WELLNESS:
Up to one thousand, two hundred dollars ($1,200) may be provided to employees each fiscal year for reimbursement toward the cost of gym membership, an annual physical, or related out-of-pocket medical expenses as approved by the City Manager. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

Source: Resolution Nos. 2001-76, 2006-021, 2025-039

BENEFIT BANK:
Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49, 2013-046, 2015-054, 2019-050, 2025-039

BEREAVEMENT LEAVE:
A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified family member is provided. A "qualified family member" is defined as spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the City Manager. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 87-83, 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

BILINGUAL PAY:
Employees are eligible to receive one hundred and sixty dollars ($160) per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager deems necessary including sign language, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. City Manager Approval: To be eligible to take the City's competency examination, an employee must be recommended by the City Manager. Eligibility for the opportunity to test for Bilingual Pay is solely at the City Manager's discretion and is not subject to administrative appeal or challenge. The City Manager will make their recommendation based on an assessment of the need for the employee to use bilingual skills on-the-job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the City Manager that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025, 2025-039

CITY TREASURER:
The Director of Finance shall receive five hundred dollars ($500) per month for being appointed as the City Treasurer.

Source: Municipal Code Section 2.040.070(A)

COMPUTER LOAN PROGRAM:
All executive employees are eligible to participate in a Computer Loan Program managed by the Finance Department.

Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

Source: Resolution No. 2025-039

COST OF LIVING ADJUSTMENT:
Increases to employees' base wages/salary ranges are as follows:

- Effective the first pay period beginning July 21, 2025: Three percent (3%)
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%)

Source: Resolution Nos. 2025-039, 2025-073

DEATH BENEFIT:
Employees are provided with $250,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management at time of death.

In the event of an employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using CalPERS definition, Sick Leave will be paid out to the employee's beneficiary(ies) at 100% cash out of the employees accrued Sick Leave on record.

In the event of an employee death, and such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

Source: Resolution Nos. 2000-047, 2000-069

DEFERRED COMPENSATION PLAN:
A deferred compensation plan is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

Department Director and Assistant City Manager - The City-paid contribution to deferred compensation is seven hundred dollars ($700) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 98-40, 2005-008

"Catch-up" Provision
Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick, Vacation, Floating Holiday, Sick Leave Conversion, Management Leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall

normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 Catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of their planned retirement date, have "457 Catch-up" privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program. "Catch-up" hours advanced will be counted towards to the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Management Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected

number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Floating Holiday, Sick Leave Conversion, Management and/or accrued Vacation Leave contribute this additional amount.

Defined Contribution Plan - 401(A):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes $1 per pay period per participating employee. An employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Contributions to the deferred compensation plan will be discontinued while an employee is receiving Workers' Compensation payments.

Source: Resolution Nos. 98-09, 98-40, 2019-050

DIRECT DEPOSIT:
All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

Source: Resolution No. 2019-050

DISABILITY:
The City will pay all premiums for a Short/Long Term Disability Program and provide it to all employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 – Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

Source: Resolution Nos. 2009-043, 2017-049

FLOATING HOLIDAY TIME:
Employees are provided with thirty-five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of the City Manager.

Employees may cash-out up to thirty-five (35) hours of Floating Holiday Time, one (1) time per fiscal year, in a set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 97-62, 2000-47, 2000-69, Administrative Policy-Floating Holiday Time

HOLIDAYS:

The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59, 96-86, 2001-76, 2019-050

HOLIDAY CLOSURE:

The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holiday, Compensatory Time, or Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

HOLIDAY TIME COMPENSATION BANK:

When a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours will be deposited within a holiday time compensation bank. Any holiday hours remaining in

the holiday time compensation bank by the end of the fiscal year will be converted to cash at the employee's current hourly rate.

Should the employee separate from City employment (for any reason) and has one (1) or more accumulated holidays on account on the effective date of the separation, the accumulated holiday will be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

Source: Resolution Nos. 2016-047, 2025-039

JURY DUTY:
The policy of the City is no employee will be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" will be defined as a regularly scheduled day of work for the affected employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time.

Source: Resolution Nos. 96-86, 2019-050

LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:
The City will pay the employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

Source: Resolution No. 91-102

LIFE INSURANCE:
Employees are provided with a total of $250,000 in life insurance coverage.

See also Death Benefits section in the Summary of Benefits.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

LONGEVITY PAY
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

Source: Resolution Nos. 2023-051, 2023-060

MANAGEMENT LEAVE:
Employees are provided with ninety (90) Management Leave hours in the first pay period of July of each fiscal year. Management Leave is non-accruing and will not be carried from one fiscal year

to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Time taken as management leave must be pre-approved by the City Manager prior to its use. Employees may cash out up to seventy (70) hours of Management Leave per fiscal year at their current base rate of pay at any time throughout the fiscal year by making notification of request to cash out to the Finance Department. Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to seventy (70) hours maximum. Any remaining Management Leave at that time will be removed from the employee's leave bank.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash out these hours for any employee who demonstrates committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (7.5 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

MEDICARE CONTRIBUTION:
The City will pay the cost of the employee portion of the Medicare Tax.

Source: Resolution No. 98-40

MILITARY LEAVE:
Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

PERFORMANCE EVALUATION:
Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

Source: Resolution No. 2000-47, 2025-039

PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:

Each fiscal year, the City shall reimburse each Department Director for dues and for related meeting attendance meals for one (1) of the following organizations:

- Chino Valley Lions Club
- Rotary Club of Chino Valley
- Kiwanis Club of Chino
- Soroptimists Chino Valley

Source: Resolution No. 2025-039

RECRUITMENT INCENTIVES:

For recommendation resulting in Sworn Officer hire:

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *The City Manager and Director of Human Resources/Risk Management are not eligible for this benefit.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

REHIRE POLICY:

Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, will serve the same probationary period that any new hire would otherwise serve and will be subject to all terms and conditions of employment applicable to any newly hired employee. The only exception will be that any employee rehired will have their leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

Any employee rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation from employment. Said buy back will be at the hourly base pay rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for, will be reinstated.

Source: Resolution Nos. 96-86, 97-62

RETIREMENT:

The City has a three-tier retirement benefit as follows:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011 will continue to be eligible for the 2.7% at age 55 Plan, with the single highest year final compensation.

B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011 will be enrolled in the 2% at age 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2% at age 62 (PEPRA) Plan, with a 3-year average final compensation.

Member Contribution to PERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and PERS guidelines:

A. 2.7% at 55, if hired before October 16, 2011:
   1) Employee contribution rate – 8% of reportable compensation.
B. 2% at 55, if hired on or after October 16, 2011:
   1) Employee contribution rate – 7% of reportable compensation.
C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
   1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86, 97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30, 2015-054, California Public Employee Pension Reform Act of 2013 (PEPRA)

RETIREMENT HEALTH SAVINGS (RHS) PLAN:

Department Director and Assistant City Manager

A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of employee contributions only.

Beginning January 1, 2021, employee will contribute $25 per pay period on a pre-tax basis. Upon separation or retirement, employees will contribute 50% of all qualifying accrued Sick Leave to the plan.

Source: Resolution No. 2007-049

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):

All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.

3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Source: Resolution Nos. 97-62, 2000-47, 2000-69, 2025-039, Employee Handbook

SEPARATION FROM CITY:

At the discretion and approval of the City Manager, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

Source: Resolution Nos. 97-62, 2025-039

SEVERANCE:

Should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement pay to the employee, severance in the amount equal to four (4) months of base monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

Source: Resolution Nos. 2009-036A, 2019-050

SICK LEAVE:

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty hours (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this employee unit, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment of any Sick Leave hours for time missed from work.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59,2015-046; Administrative Policies-Sick Leave Usage--Examination & Treatment, Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members, Sick Leave Usage--Pre-Employment Physical Examination

SICK LEAVE BUY BACK:

At separation of employment the City may buy back a percentage of the employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of a minimum of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

SICK LEAVE CONVERSION TO COMPENSATION:

Employees who have accrued in excess of three hundred and twenty (320) hours of Sick Leave as of the final pay period in June of each year will have the option of annually converting up to forty (40) hours to compensation, for hours in excess of three hundred and twenty (320) hours, calculated at their base rate of pay. Sick Leave Conversion is paid in the final payroll check of each fiscal year.

Source: Resolution No. 87-83

SICK LEAVE CONVERSION TO PERSONAL LEAVE:

For employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule:

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs

8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

SICK LEAVE HIRING INCENTIVE:
New employees may be eligible to be credited with up to two hundred (200) hours of Sick Leave from their prior employer so long as the prior employer did not compensate the employee for these Sick Leave hours at the amount proposed or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

Source: Resolution No. 2025-039

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty-six (56) hours.

Source: Resolution Nos. 87-83, 91-102

TUITION ADVANCE PROGRAM:
Employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning

Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). If the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102, 96-86, 97-62, 2015-054

TUITION REIMBURSEMENT – ENHANCED PROGRAM:

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

Source: Resolution Nos. 96-86, 2015-054

VACATION LEAVE:

Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)

49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation leave will be taken at a time approved by the City Manager with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual vacation leave, the holidays will not be charged as vacation leave; however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total Vacation hours accrued (in excess of 400 hours) may be approved by the City Manager and notification to the Finance Department to affect this temporary exception.

Newly hired Department Directors are eligible to accrue vacation hours based on their years of service in prior public agencies. Newly hired Department Directors will be required to provide documentation from their prior employer(s) or retirement system such as CalPERS, SBCERA, LACERA, etc. verifying their years of service.

The City Manager can authorize newly hired Department Directors up to one hundred and twenty (120) Vacation hours to be available immediately upon hire.

Source: Resolution Nos. 85-54, 86-59, 2005-008, 2025-039

VACATION LEAVE BUY BACK:
At separation or retirement, 100% of accrued Vacation Leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 2005-008

VACATION LEAVE CONVERSION:
Employees may convert a maximum of one hundred and twenty (120) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

VEHICLE ALLOWANCE:
Employees not assigned a City vehicle will be provided with five hundred dollars ($500) per month for vehicle allowance.

Source: Resolution Nos. 86-59, 87-83, 89-195, 91-102, 2005-008, 2013-046

WORKERS' COMPENSATION PROGRAM:
Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday and/or Management Leave for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days the City will credit the employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days salary is paid by the City through the Workers' Compensation program.

Source: Labor Code section 4850; Resolution No. 85-54

WORKERS' COMPENSATION PREMIUM PAYMENT:
In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

Source: Resolution No. 97-62

SAVINGS CLAUSE:
Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

IMPLEMENTATION:
These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

RESOLUTION NO. 2025-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AND AMENDING PORTIONS OF RESOLUTION NOS. 85-52, 85-53, AND 85-54 PERTAINING TO COMPENSATION FOR EMPLOYEE POSITION CLASSIFICATIONS REPRESENTED BY DEPUTY DIRECTORS

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by Deputy Directors; and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Summary of Benefits for Deputy Directors covering the period of July 1, 2025 through June 30, 2027 ("DEPUTY DIRECTORS 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the City has determined that changing the implementation schedule of the cost of living wage adjustments for Deputy Directors would be in the best interests of the City and the parties; and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt an amended DEPUTY DIRECTORS 2025-27 Summary of Benefits to memorialize and confirm the change in the implementation schedule of the cost of living wage adjustments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City hereby approves and adopts an amended DEPUTY DIRECTORS 2025-27 Summary of Benefits, which is attached hereto as Exhibit A.

SECTION 3. In the event of conflict between this Resolution and any prior City resolution relating to the subject matter thereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent of this Resolution provides benefits in excess or is different from the benefits provided in Resolution No. 2025-039, the provisions of this Resolution shall control.

SECTION 4. The City Clerk shall certify the adoption of this Resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____

EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Amended Deputy Directors Summary of Benefits covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

SUMMARY OF BENEFITS
DEPUTY DIRECTORS

Excerpts from relevant State statutes, City Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.

The positions of Deputy Directors are:

Deputy City Manager
Deputy Director of Community Services, Parks & Recreation
Deputy Director of Development Services
Deputy Director of Finance
Deputy Director of Human Resources/Risk Management
Deputy Director of Public Works/City Engineer
Deputy Director of Public Works/Services

**Deputy Directors appointed after February 7, 2023, are at-will.*

Source: Chino Municipal Code Chapter 2.24.070

ACTING PAY:
The City will grant Acting after an employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

Source: Resolution No. 97-62

ADDITIONAL DUTY PAY:
Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

Source: Resolution No. 97-62

BENEFIT BANK:
Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December

1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49, 2013-046, 2015-054, 2019-050, 2025-039

BEREAVEMENT LEAVE:
A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified immediate family member is provided. A "qualified immediate family member" is defined as spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

BILINGUAL PAY:
Employees are eligible to receive one hundred and sixty dollars ($160) per month (paid over 24 pay periods) for verbal fluency in any language, other than English, that the Department Director deems necessary, including sign language, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing

and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.

b. Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by the Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the employee to use bilingual skills on the job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee with no right of appeal.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025, 2025-039

CERTIFICATE PAY:
If a professional certificate is required as part of an employees' job, it will be paid for in the same manner and subject to the same limits as the American Federation of State, County and Municipal Employees (AFSCME) employees.

Certified Access Specialist (CASp) – Qualifying employees are eligible to receive two hundred and fifty dollars ($250) per month (paid over 24 pay periods) if they possess a current CASp certificate.

Source: Resolution No. 2025-039

COMPUTER LOAN PROGRAM:
Employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

Source: Resolution No. 2025-039

COST OF LIVING ADJUSTMENT:
Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period beginning July 21, 2025: Three percent (3%)
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%)

Source: Resolution Nos. 2025-039, 2025-074

DEATH BENEFIT:
Employees are provided with $100,000 in life insurance coverage, payable to beneficiary(ies) on file in Human Resources/Risk Management Department at time of death.

In the event of an employee's death, their beneficiary(ies) will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using the definition in CalPERS, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash out of the employee's accrued Sick Leave on record.

In the event of an employee death, and such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued sick leave on record.

Source: Resolution Nos. 2000-047, 2000-069

DEFERRED COMPENSATION PLAN:
A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
The City-paid contribution to deferred compensation is four hundred and ten dollars ($410) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

Source: Resolution Nos. 86-59, 87-83, 98-40

"Catch-up" Provision
Pursuant to federal and state law, employees attaining the minimum age of 47, who are within 3 years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick, Vacation, Sick Leave Conversion, Management, and Floating

Holiday Leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the employee, accumulated Sick Leave hours, and the employee's designated retirement date, "457 catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within 3 years of their planned retirement date, have "457 catch-up" privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of 5 years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the 3 years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program. "Catch-up" hours advanced will be added back to the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the 3 years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the employee will select the amount of other leave (this may be Sick Leave Conversion, Management, and/or Floating Holiday leave hours) to be transferred into

deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year and employee attains age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Vacation, Management, and/or Floating Holiday leave hours to contribute this additional amount.

Contributions to the deferred compensation plan will be discontinued while an employee is receiving Workers' Compensation payments.

Source: Resolution Nos. 98-09, 98-40, 2019-050

DEFINED CONTRIBUTION PLAN -- 401(a):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes $1 per pay period per participating employee. An employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Source: Resolution Nos. 2003-001, 2004-074

DIRECT DEPOSIT:
All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

Source: Resolution No. 2019-050

DISABILITY:
The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 - Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

Source: Resolution Nos. 2009-043, 2017-049

FLOATING HOLIDAY TIME:
Employees are provided with thirty five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash-out up to thirty five (35) hours of Floating Holiday Time, one (1) time per fiscal year, in a set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 97-62, 2000-47, 2000-69, Administrative Policy-Floating Holiday Time

HOLIDAYS:
The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59, 96-86, 2001-76, 2019-050

HOLIDAY CLOSURE:
The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holiday, or Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

HOLIDAY TIME COMPENSATION BANK:
When a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours shall be deposited within a holiday time compensation bank. Any holiday hours remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the employee's current hourly rate.

Should the employee separate from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday shall be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

Source: Resolution Nos. 2016-047, 2025-039

JURY DUTY:
It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

Source: Resolution Nos. 96-86, 2019-050

LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:
The City shall pay the employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

Source: Resolution No. 91-102

LIFE INSURANCE:
Employees are provided with a total of $100,000 in life insurance coverage.

See also Death Benefit section.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

LONGEVITY PAY
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.

- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

Source: Resolution Nos. 2023-051, 2023-060

MANAGEMENT LEAVE:
Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated Management Leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the second payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the second payroll in June will be cashed out, up to thirty (30) hours maximum.

An additional sixty (60) hours of Management Leave may be granted by the Department Director with a corresponding ability to convert these hours to cash.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (five (5) hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

MILEAGE REIMBURSEMENT:
The City agrees to reimburse employees authorized by the Department Head for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

Source: Resolution Nos. 96-86, 2025-039

MILITARY LEAVE:
Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

PERFORMANCE EVALUATION:
Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

Source: Resolution Nos. 2000-47, 2025-039

RECRUITMENT INCENTIVES:
<u>For recommendation resulting in Sworn Officer hire:</u>

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

<u>For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:</u>

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of their duties as a Recruitment Team Member, i.e., outside of the work hours in which they are formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

REHIRE POLICY:
Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of

resignation and then employed in his or her former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall be subject to all terms and conditions of employment applicable to any newly hired employee. The only exception shall be that any employee rehired shall have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick leave on record at the time of separation that was not compensated for will be reinstated.

Source: Resolution Nos. 96-86, 97-62

RETIREMENT:

The City has a three-tier retirement plan as follows:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011, will continue to be eligible for the 2.7% at 55 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011 will be enrolled in the 2% at 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2% at age 62 (PEPRA) Plan with a 3-year average final compensation.

Member Contribution to CalPERS

Members will contribute the employee rate of contributions each payroll. All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and CalPERS guidelines:

A. 2.7% at 55, if hired before October 16, 2011:
   1) Employee contribution rate – 8% of reportable compensation.
B. 2% at 55, if hired on or after October 16, 2011:
   1) Employee contribution rate – 7% of reportable compensation.
C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
   1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86, 97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30, 2015-054 and California Public Employee Pension Reform Act of 2013 (PEPRA)

RETIREMENT HEALTH SAVINGS (RHS) PLAN:

A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of employee contributions only.

Employees will contribute twenty five dollars ($25) per pay period on a pre-tax basis. Upon separation or retirement, employees will contribute 50% of all qualifying accrued Sick Leave to the plan.

Source: Resolution No. 2007-049

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only the in case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Source: Resolution Nos. 2000-47, 2000-69, 2025-039, Employee Handbook

SEPARATION FROM CITY:
At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

Source: Resolution Nos. 97-62, 2025-039

SICK LEAVE:
Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees

accrue ten (10) hours of Sick Leave per month to a maximum accrual of one thousand eighty hours (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this employee unit, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any Sick Leave hours used.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59,2015-046; Administrative Policies-Sick Leave Usage--Examination & Treatment, Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members, Sick Leave Usage--Pre-Employment Physical Examination

SICK LEAVE BUY BACK:

At separation of employment the City will buy back a percentage of the employee's accrued sick leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City.

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

SICK LEAVE CONVERSION TO PERSONAL LEAVE:

For employees who have earned sick leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs

9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

SICK LEAVE HIRING INCENTIVE:
New employees may be eligible to be credited with two hundred (200) hours of Sick Leave so long as the prior employer did not compensate the employee for sick leave hours in the same amount or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

Source: Resolution No. 2025-039

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated sick leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

Source: Resolution Nos. 87-83, 91-102

SPECIAL COMPENSATION PAYMENT SCHEDULE:
Employees eligible to receive special compensation benefits which are a percentage of base pay, will receive compensation paid over 26 pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over 24 pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Source: Resolution No. 2019-050

TUITION ADVANCE PROGRAM:
Employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of

course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to one hundred and twenty (120) calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102, 96-86, 97-62, 2015-054

TUITION REIMBURSEMENT – ENHANCED PROGRAM:

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year to participate in this enhanced program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

Source: Resolution No. 96-86, 2015-054

VACATION LEAVE:

Maximum accrual of vacation is four hundred (400) hours. Upon termination of employment, accrued vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule vacation time off for rest and recuperation in order that earned vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation leave will be taken at a time approved by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual vacation leave, the holidays will not be charged as vacation leave; however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total vacation hours accrued (in excess of 400 hours) may be approved by the Department Director and notification to Finance to affect this temporary exception.

Source: Resolution Nos. 85-54, 86-59, 2005-008

VACATION LEAVE BUY BACK:

At separation or retirement, 100% of accrued vacation leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive vacation leave buy back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 86-59, 2005-008

VACATION LEAVE CONVERSION:

Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half*

the number of accrued leave hours requested, excluding sick leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

WORKERS' COMPENSATION PROGRAM:

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday, Management and/or Compensatory Leave Time for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed 12 months. If the disability extends for a period beyond fourteen (14) calendar days the City will credit the employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days off are picked up by the City through the Workers' Compensation program.

Source: Labor Code section 4850; Resolution No. 85-54

WORKERS' COMPENSATION PREMIUM PAYMENT:

In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

Source: Resolution No. 97-62

SAVINGS CLAUSE:

Should any clause in this Summary of Benefits be held invalid by law and/or a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will be in full force and effect.

MAINTENANCE OF EXISTING BENEFITS:
All wages, hours and other terms and conditions of employment not specifically altered by this Agreement and presently enjoyed by the employees will remain in full force and effect during the term of this agreement unless determined by a court of law to be unlawful.

IMPLEMENTATION:
These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

RESOLUTION NO. 2025-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AND AMENDING PORTIONS OF RESOLUTION NOS. 85-52, 85-53, AND 85-54 PERTAINING TO COMPENSATION FOR EMPLOYEE POSITION CLASSIFICATIONS REPRESENTED BY UNREPRESENTED SWORN MANAGEMENT

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by Unrepresented Sworn Management; and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Summary of Benefits for Unrepresented Sworn Management covering the period of July 1, 2025 through June 30, 2027 ("UNREPRESENTED SWORN 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, in the event the City authorizes a general salary increase, cost of living adjustment, or other across the board base salary increase for employees represented by the Chino Police Managers Association ("CPMA"), the same percentage salary adjustment shall be applied concurrently to all classifications within the Unrepresented Sworn Management group, including Captain, Deputy Chief of Police, and Chief of Police; and

WHEREAS, labor representatives of the City and CPMA have met and conferred and reached a tentative agreement on cost of living wage adjustments and the City has determined that the same salary adjustment shall be applied to all classifications within the Unrepresented Sworn Management group, including Captain, Deputy Chief of Police, and Chief of Police; and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt an amended UNREPRESENTED SWORN 2025-27 Summary of Benefits to memorialize and confirm the change in the cost of living wage adjustments; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City hereby approves and adopts an amended UNREPRESENTED SWORN 2025-27 Summary of Benefits, which is attached hereto as Exhibit A.

SECTION 3. In the event of conflict between this Resolution and any prior City resolution relating to the subject matter thereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent of this Resolution provides benefits in excess or is different from the benefits provided in Resolution No. 2025-039, the provisions of this Resolution shall control.

SECTION 4. The City Clerk shall certify the adoption of this Resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Amended Unrepresented Sworn Management Summary of Benefits covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

SUMMARY OF BENEFITS
UNREPRESENTED SWORN MANAGEMENT

Excerpts from relevant State statutes, Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.

Sworn Unrepresented Management consist of the following position classifications:

Chief of Police
Captain
Deputy Chief of Police

ACTING PAY:
The City will grant Acting after an employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

Source: Personnel Rules

ADDITIONAL DUTY PAY:
Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Chief of Police (Captain & Deputy Chief of Police) or City Manager (Chief of Police).

Source: Resolution No. 97-62

ADDITIONAL LEAVE:
Deputy Chief of Police and Captain – In addition to Management Leave, affected employees may be provided up to thirty (30) additional hours of leave, at the Police Chief's discretion, per fiscal year based on workload and hours worked. These hours will be cashed out if they are not used by the last pay period of the fiscal year.

Source: Resolution No. 85-54

ANNUAL PHYSICAL/WELLNESS:
Chief of Police - Up to one thousand, two hundred dollars ($1,200) may be provided to employees for reimbursement toward the cost of gym membership, an annual physical, or related out-of-

pocket medical expenses. Employees must submit an invoice from the medical provider or proof of gym membership to receive reimbursement.

Source: Resolution Nos. 2001-76, 2006-021, 2025-039

BENEFIT BANK:

Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

New Hires:

Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

Recertification:

Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49, 2013-046, 2015-054, 2019-050, 2025-039

BEREAVEMENT LEAVE:

A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified, immediate family member is provided.

A "qualified immediate family member" is defined as spouse, domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, sibling-in-law, daughter/son-in-law, grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Head. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of

a death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

BILINGUAL PAY:

Employees are eligible to receive an allowance (paid over 24 pay periods) for verbal fluency in any language other than English, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. Approval: To be eligible to take the City's competency examination, an employee must be recommended by the Chief of Police (Approver). Eligibility for the opportunity to test for Bilingual Pay is solely at the Approver's discretion and is not subject to administrative appeal or challenge. The Approver will make their recommendation based on an assessment of the need for the employee to use bilingual skills on-the-job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the Approver that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

Chief of Police – Eligible to receive a one hundred and sixty dollar ($160) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the City Manager deems necessary, including sign language.

Deputy Chief of Police and Captain - Eligible to receive a two hundred and forty dollar ($240) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English that the Chief of Police deems necessary, including sign language.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025, 2025-039

COMPUTER LOAN PROGRAM:

Non-probationary employees are eligible to participate in a Computer Loan Program managed by the Finance Department.

Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.

- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.
- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

Source: Resolution No. 2025-039

COST OF LIVING ADJUSTMENT:
Effective the beginning of the pay period including July 1, 2025: Three percent (3%)

In the event the City authorizes a general salary increase, cost-of-living adjustment (COLA), or other across-the-board base salary increase for employees represented by the Chino Police Managers Association (CPMA), the same percentage salary adjustment shall be applied concurrently to all classifications within the Unrepresented Sworn Management group, including Captain, Deputy Chief of Police, and Chief of Police.

Source: Resolution Nos. 2025-039, 2025-075

DEATH BENEFIT:
Chief of Police – Employee is provided with $250,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management at time of death.

Deputy Chief of Police and Captain – Employees are provided with $100,000 in life insurance coverage, payable to beneficiary on file in the Human Resources/Risk Management at time of death.

In the event of an employee's death, their beneficiary will receive payment of all unused Leave Time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using CalPERS definition, Sick Leave will be paid out to the employee's beneficiary(ies) at 100% cash out of the employees accrued Sick Leave on record.

In the event of an employee death, and such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

Source: Resolution Nos. 2000-047, 2000-069

DEFERRED COMPENSATION PLAN:
A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
Chief of Police - A contribution of seven hundred dollars ($700) per month is made into the City's selected plan, 401(a), for the employee. Loans are permitted.

Deputy Chief of Police and Captain - A contribution of four hundred and ten dollars ($410) per month is made into the City's selected plan, 401(a), for each employee. Loans are permitted.
Source: Resolution Nos. 86-59, 87-83, 98-40

"Catch-up" Provision
Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick, Vacation, Management, Floating Holiday, Sick Leave Conversion, and Holiday Leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 Catch-up" contributions available to the employee, accumulated sick leave hours, and the employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of his/her planned retirement date, have "457 Catch-up" privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The

employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program. "Catch-up" hours advanced will be added back to the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
In order to participate, the employee will select the amount of Vacation Leave he/she wants transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the employee will select the amount of other leave (this may be Floating Holiday, Sick Leave Conversion and/or Management Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Vacation, Management, Floating Holiday, Sick Leave Conversion, and Holiday Leave hours to contribute this additional amount.

Defined Contribution Plan - 401(A):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes $1 per pay period per participating employee. An employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Source: Resolution Nos. 2003-001, 2004-074

Contributions to the deferred compensation plan will be discontinued while an employee is receiving Workers' Compensation payments.

Source: Resolution Nos. 98-09, 98-40, 2019-050

DIRECT DEPOSIT:
All employees will have funds directly deposited into an account established for deposit of any payroll check.

Source: Resolution No. 2019-050

DISABILITY:
The City will pay all premiums for a Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

DISCIPLINARY ACTION APPEAL PROCEDURE CONSISTING OF A WRITTEN REPRIMAND OR LESS:
Chief of Police - The following Appeal procedure will be utilized by the Chief of Police for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This will be the sole and exclusive procedure afforded to the Chief for appealing disciplinary action consisting of a Written Reprimand or less.

The Chief having received a disciplinary action consisting of a Written Reprimand or less will be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the Chief will be entitled to a non-evidentiary meeting with the City Manager. The purpose of this administrative appeal is to afford the Chief an opportunity to be heard by the City Manager as to why the Chief believes the discipline should be revoked or modified. The Chief may be heard verbally or in writing. The City Manager will have ten (10) workdays to respond to the Chief. If the City Manager does not respond within ten (10) workdays from the date of the administrative appeal to respond to the employee, the original disciplinary action will be deemed unchanged.

The determination of the City Manager will be final, binding and conclusive. There will be no other administrative method to appeal the determination of the City Manager.

Source: Resolution No. 2000-69

Deputy Chief of Police and Captain - The following Appeal procedure will be utilized by sworn employees for the purpose of appealing disciplinary action consisting of a Written Reprimand or less. This shall be the sole and exclusive procedure afforded to sworn employees for appealing disciplinary action consisting of a Written Reprimand or less.

Any sworn employee having received a disciplinary action consisting of a Written Reprimand or less shall be entitled to the following appeal procedure pursuant to the Public Safety Officers Procedural Bill of Rights Act at California Government Code § 3304(b) and 3304.5.

Within five (5) workdays of the time the written or verbal reprimand is issued, the employee shall be entitled to a non-evidentiary meeting with the supervisor who issued the disciplinary action. The purpose of this administrative appeal is to afford the employee an opportunity to be heard by the supervisor as to why the employee believes the discipline should be revoked or modified. The employee may be heard verbally or in writing. The supervisor shall have ten (10) workdays to respond to the employee. If the supervisor does not respond within ten (10) workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

If the matter is not resolved to the aggrieved employee's satisfaction, within ten (10) workdays of the supervisor's response to the employee's appeal, or ten (10) workdays after the time for the supervisor to respond has passed, the employee shall then be entitled to a non-evidentiary meeting with the Chief of Police. The purpose of this administrative appeal shall be to afford the employee an opportunity to be heard by the Chief of Police as to why the employee believes the discipline should be revoked or modified. The employee may be heard verbally or in writing. The Chief of Police shall have ten (10) workdays to respond to the employee. If the Chief of Police does not respond within ten (10) workdays of the administrative appeal meeting, the original disciplinary action shall be deemed unchanged.

The determination of the Chief of Police shall be final, binding and conclusive. There shall be no other administrative method to appeal the determination of the Chief of Police.

Source: Resolution No. 2000-69

DISCIPLINARY APPEAL PROCEDURE CONSISTING OF MORE THAN A WRITTEN REPRIMAND:

The City Manager will no longer serve as the Hearing Officer.

Source: Resolution Nos. 98-40, 2005-008

EDUCATIONAL INCENTIVE PAY:

Deputy Chief of Police and Captain – Employees who have served two (2) consecutive years of full-time employment with the Chino Police Department are eligible to receive a one-time payment of his/her total annual base salary at the time the degree is awarded.

Degree	Percentage of Salary
Associate of Arts/Science	2-1/2%
Bachelor of Arts/Science	5%
Master of Arts/Science	7%

Employees are eligible to concurrently receive the one-time Educational Incentive Pay while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

Source: Resolution Nos. 97-62, 2009-036A

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 - Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

Source: Resolution Nos. 2009-043, 2017-049

FLOATING HOLIDAY TIME:
See Holiday Pay below.

Source: Administrative Policy-Floating Holiday Time

HOLIDAYS:
The City has designated twelve (12) ten-hour holidays and two (2) five-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59, 96-86, 2001-76, 2019-050

HOLIDAY PAY:
Employees are credited with one hundred and twenty (120) Holiday and thirty five (35) Floating Holiday hours at the beginning of each fiscal year (prorated for new-hires following completion of six (6) months of full-time/continuous service). These positions have the option of converting Holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any Holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated Holiday time from one fiscal year to another. Any unused Holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last pay day of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused Holiday time.

Upon written request to the City's Finance Department, payment of Holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash out.

Except for retiring from the City, Holiday Leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will reimburse the City upon termination of their employment.

Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California

Public Employee's Retirement System. To comply with PERS regulations, this special compensation will be reported to PERS as it is earned.

Source: Resolution Nos. 96-86, 2016-047, 2025-039

JURY DUTY:
It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

Source: Resolution Nos. 96-86, 2019-050

LIFE INSURANCE:
See Death Benefit section.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

LONGEVITY PAY:
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

Source: Resolution Nos. 2023-051, 2023-060

LUNCH (PAID):
Chief of Police, Deputy Chief of Police, and Captain - Employees receive a one (1) hour paid lunch period included in their 10-hour workday.

Source: Resolution Nos. 96-86, 2025-039

MANAGEMENT LEAVE:
Chief of Police - Employee is provided with ninety (90) Management Leave hours in the first pay period of July of each fiscal year. Management Leave is non-accruing and will not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Time taken as management leave must be pre-approved by the City Manager prior to its use. Employees may cash out up to seventy (70) hours of Management Leave per fiscal year at their current base rate of pay at any time throughout the fiscal year by making notification of request to cash out to the Finance Department. Any unused Management Leave on record at the ending date

of the final payroll in June will be cashed out, up to seventy (70) hours maximum. Any remaining Management Leave at that time will be removed from the employee's leave bank.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Deputy Chief of Police and Captain - Employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the second payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum. See also Additional Leave.

Up to an additional sixty (60) hours of Management Leave may be granted by the Chief of Police with a corresponding ability to cash out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis, and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

MEDICARE CONTRIBUTION:

Chief of Police - The City will pay the cost of the employee portion of the Medicare Tax.

Source: Resolution No. 98-40

MILEAGE REIMBURSEMENT:

Deputy Chief of Police and Captain - The City agrees to reimburse employees authorized by the Chief of Police for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Chief of Police and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

Source: Resolution Nos. 96-86, 2025-039

MILITARY LEAVE:
Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

PERFORMANCE EVALUATION:
Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
An employee is limited to thirty (30) calendar days from service of an adverse document in which to respond to said document placed in his/her Personnel File. If the affected employee, or the affected employee's representative, requires additional time to prepare a response, either party may, in writing, notify the Director of Human Resources/Risk Management and an additional thirty (30) days extension will be granted.

Source: Resolution No. 2000-47

PHYSICAL FITNESS PROGRAM (VOLUNTARY):
Employees shall receive 1-30 hours of pay respectively per fiscal year for demonstration of physical fitness.

The City and the Employee agree and acknowledge that participation in this program is not an implied or express requirement of employment. The City will not be liable for the payment of workers' compensation benefits for any injuries arising from participation in the program or from training/preparation, which any employee undertakes for participation in the program. Each employee participating in the program is required to sign the following acknowledgement at the inception of his/her participation, training, or preparation for the program:

> "Participation by employees of the City of Chino in the volunteer physical fitness program and in training/preparation for participation in the program, is strictly voluntary. No City employee is expected to participate in the program, and participation is not a part of any City employee's work-related duties. The City shall not be liable for the payment of workers' compensation benefits for any injury which arises from participation in the volunteer physical fitness program, or from training/preparation for participation in the program.
>
> I acknowledge receipt of this notice, agree to be bound by its admonitions, and will file no Workers' Compensation claim which is related in any way to my participation, training, or preparation for the program.

Dated:
Signature of Employee"

The CPOA and CPMA Association Board Members will determine test dates for the Voluntary Physical Fitness Program and testing will take place over a period of time not to exceed three (3) three months from the date of the first test to the date of the final test. Sworn employees unable to participate in the testing process due to a work-related illness or injury will be credited the following year in which they participate in the Program with benefits equal to two (2) years of credit.

Source: Resolution Nos. 96-86(CPOA, CPMA & Captains), 97-62, 2008-047 (CPOA), 2009-036A, 2025-039

P.O.S.T. CERTIFICATE PAY:

Chief of Police – Eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary; and
Executive P.O.S.T. Certificate	1% of monthly base salary

Deputy Chief of Police and Captain – Employees are eligible to attempt to qualify to receive additional monthly compensation as follows for possession of the following certificate(s):

Intermediate P.O.S.T. Certificate	6% of monthly base salary; or
Advanced P.O.S.T. Certificate	12% of monthly base salary; and
Management P.O.S.T. Certificate	9% of monthly base salary

Qualified employees eligible to receive P.O.S.T. Certificate Pay will receive compensation paid over the normal twenty-six (26) pay periods each fiscal year.

Deputy Chief of Police and Captain – Employees will be eligible to concurrently receive the one-time Educational Incentive Pay (equal to that provided to the Chino Police Association in Resolution 85-54) while continuing to receive P.O.S.T. Certificate Pay for qualified college degrees received.

Source: Resolution Nos. 89-195, 96-86, 97-62, 2004-105, 2005-008

PROFESSIONAL MEMBERSHIP DUES AND RELATED MEALS:

Each fiscal year, the City shall reimburse the Chief of Police for dues and related meeting attendance meals for one (1) of the following organizations:

- Chino Valley Lions Club
- Rotary Club of Chino Valley
- Kiwanis Club of Chino
- Soroptimists Chino Valley

Source: Resolution No. 2025-039

RECRUITMENT INCENTIVES:

For recommendation resulting in Sworn Officer hire:

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *The Chief of Police is not eligible for this benefit. In addition, any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of their duties as a Recruitment Team Member, i.e., outside of the work hours in which they are formally assigned to serve in the capacity of "Recruiter". To receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

REHIRE POLICY:

Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would serve and shall be subject to all terms and conditions of employment applicable to any newly hired employee. The only exception shall be that any employee rehired shall have their leave accrual rates determined based upon the number of years of service with the City of Chino prior to their resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for will be reinstated.

Source: Resolution Nos. 96-86, 97-62

RETIREMENT:

The City has a three-tier retirement benefit as follows:

Plan for sworn personnel:

A. Employees hired before the contract amendment with CalPERS effective October 16, 2011, will continue to be eligible for the 3% at age 50 Plan, with the single highest year final compensation.
B. Employees hired on or after the contract amendment with CalPERS effective October 16, 2011, will be enrolled in the 3% at age 55 Plan, with a 3-year average final compensation.
C. Employees hired on or after January 1, 2013, will be enrolled in the 2.7% at age 57 (PEPRA) Plan, with a 3-year average final compensation.

Member contributions:
Members will contribute the employee rate of contributions each payroll. All employee-paid contributions to PERS will be made on a pre-tax basis, in accordance with IRS section 414 (h) (2) and PERS guidelines:

A. 3% at age 50, if hired before October 16, 2011:
   1) Employee contribution rate – 9% of reportable compensation.
B. 3% at age 55, if hired on or after October 16, 2011:
   1) Employee contribution rate – 9% of reportable compensation.
C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013:
   1) Employee contribution rate – 13% of reportable compensation (subject to change).

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86, 97-62, 98-40, 98-50, 2000-47, 2000-69, 2006-021, 2011-30, 2015-054 and California Public Employee Pension Reform Act of 2013 (PEPRA)

RETIREMENT HEALTH SAVINGS (RHS) PLAN:
A Retirement Health Savings Plan is established in accordance with IRS regulations.

- Employee contributes 1% of base earnings each pay period. Upon separation from the City, a 90% cash out of all qualifying, verified accrued leave will be deposited to the employee's RHS plan.
- City will contribute three hundred dollars ($300) per month, deposited on a twenty-four (24) pay period cycle.

Source: Resolution No. 2007-049

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only the in case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Source: Resolution Nos. 2000-47, 2000-69, 2025-039, Employee Handbook

SEPARATION FROM CITY:

Chief of Police **-** At the discretion and approval of the City Manager, employees may be allowed to extend their last day of employment through the use of leave time for up to one (1) pay period beyond the last day the employee actually reports to work.

Deputy Chief of Police and Captain - At the discretion and approval of the Chief of Police, employees may be allowed to extend their last day of employment through the use of leave time for up to one (1) pay period beyond the last day the employee actually reports to work.

The approval of such an extension shall be subject to operational needs, departmental policies, and compliance with all applicable rules governing leave usage. The Chief of Police or designee shall be responsible for reviewing and granting requests on a case-by-case basis to ensure consistency and fairness in application.

Leave time is defined as vacation, holiday, or management. Sick leave usage will be allowed under the terms of Sick Leave, and those provisions must be followed for any sick leave usage to be allowed.

Source: Resolution Nos. 97-62, 2025-039

SEVERANCE:

Should the City Manager elect to terminate employment without cause, the City shall, upon effective date of such termination, and with signature on Waiver and Release Agreement, pay to the employee severance in the amount equal to six (6) months of their base monthly salary, less applicable deductions and excluding deferred compensation or the value of any other benefits.

Source: Resolution Nos. 2009-036A, 2019-050

SICK LEAVE:

Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this bargaining group, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any sick leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any Sick Leave hours for time missed from work.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59,2015-046; Administrative Policies-Sick Leave Usage--Examination & Treatment, Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members, Sick Leave Usage--Pre-Employment Physical Examination

SICK LEAVE BUY BACK:

At separation of employment the City will buy back a percentage of the employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

SICK LEAVE CONVERSION TO COMPENSATION:

Chief of Police - Who has accrued in excess of three hundred and twenty (320) hours of Sick Leave as of the final pay period in June of each year will have the option of annually converting up to forty (40) hours to compensation, for hours in excess of three hundred and twenty (320) hours, calculated at their base rate of pay. Sick Leave Conversion is paid in the final payroll check of each fiscal year.

Source: Resolution No. 87-83

SICK LEAVE CONVERSION TO PERSONAL LEAVE:

For employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

SPECIAL COMPENSATION PAYMENT SCHEDULE:
Employees eligible to receive special compensation benefits which are a percentage of base pay, such as P.O.S.T. Certificate Pay, will receive compensation paid over twenty-six (26) pay periods each fiscal year. All other special compensation, such as Bilingual Pay, will receive compensation paid over twenty-four (24) pay periods each fiscal year. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Source: Resolution No. 2019-050

SUPPLEMENTAL CONTRIBUTION FOR RETIREES:
Employees separating from City employment as a result of a non-disputed disability or service retirement after completion in either case of fifteen (15) years of continuous, uninterrupted, full-time sworn City service shall receive a monthly supplemental contribution equal to fifteen dollars ($15) per month multiplied by the number of years of service from time of retirement and shall continue until death of the retiree. (For example, an employee retiring after 15 years of required continuous service shall receive a City-funded supplemental contribution in the amount of $225 per month.) However, if the retiree dies after receipt of this benefit for less than fifteen (15) years, then the benefit will continue to be paid to the eligible spouse, if any, until the duration of benefits payments totals a complete fifteen (15) years from the date that the payments commenced. For example, if the eligible retiree should die after receiving ten (10) years of the supplemental contribution as described herein, and the now deceased eligible retiree has a legal spouse, said spouse shall continue to receive the benefit for a remaining 5 years. No benefit shall be provided

to any other beneficiary with the exception of what is noted here after the member's death. A disputed disability retirement is defined as one in which the City has not certified the retirement as being valid for disability status. This benefit in its entirety shall apply only to employees employed as of June 30, 1998. Thereafter, no future employees in this position classification shall qualify for this benefit at any level whatsoever. Future hires will be provided with no supplemental contribution for retirees.

Source: Resolution Nos. 96-86, 97-62, 98-40

TUITION ADVANCE PROGRAM:

Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

The non-probationary status requirement does not pertain to those employees who are considered to hold probationary status due to a promotion into a new position in the City. Affected employees are required to complete one year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of

Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to 120 calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102, 96-86, 97-62, 2015-054

TUITION REIMBURSEMENT – ENHANCED PROGRAM:
Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year in order to verify the number of employees making an application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year in order to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

Source: Resolution Nos. 96-86, 2015-054

UNIFORM CLOTHING/CLEANING ALLOWANCE:
The City shall provide to affected employees a clothing/cleaning allowance of one thousand two hundred dollars ($1,200) per year. Affected employees shall receive payment for their total clothing/cleaning allowance one time per year. This payment shall be in a check separate from the employee's regular paycheck and shall be provided at the time of distribution on the second payroll check in August of each year. Upon appointment/promotion to a non-eligible position classification or separation from employment prior to the end of a fiscal year, the employee shall be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

Source: Resolution Nos. 85-54, 96-86, 2003-01

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each employee.

Source: Resolution No. 2006-021

VACATION LEAVE:
Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave buy back. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order

that earned Vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation Leave will be taken at a time approved by the Chief of Police with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the Chief of Police. In the event that one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total vacation hours accrued (in excess of 400 hours) may be approved by the Chief of Police and notification to the Finance Department to affect this temporary exception.

Source: Resolution Nos. 85-54, 86-59, 2005-008

VACATION LEAVE BUY BACK:
At separation or retirement, 100% of accrued Vacation leave, to a maximum of four hundred (400) hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution No. 86-59, 2005-008

VACATION LEAVE CONVERSION:
Chief of Police - May convert a maximum of one hundred and twenty (120) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

Deputy Chief of Police and Captain - Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of Vacation Leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

VEHICLE ALLOWANCE:

Chief of Police – Employee is provided with a vehicle. The City pays all expenses related to the operation of the vehicle.

Source: Resolution Nos. 86-59, 87-83, 89-195, 91-102, 2005-008, 2013-046

WORKERS' COMPENSATION PROGRAM:

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday, and/or Management Leave for full salary continuance. Thereafter, the employee will receive 100% salary plus full benefits continuation for a period of one (1) year.

Source: Labor Code section 4850; Resolution No. 85-54

WORKERS' COMPENSATION PREMIUM PAYMENT:

In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

Source: Resolution No. 97-62

SAVINGS CLAUSE:

Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

MAINTENANCE OF EXISTING BENEFITS:

All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

IMPLEMENTATION:
These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

RESOLUTION NO. 2025-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AND AMENDING PORTIONS OF RESOLUTION NOS. 85-52, 85-53, AND 85-54 PERTAINING TO COMPENSATION FOR EMPLOYEE POSITION CLASSIFICATIONS REPRESENTED BY UNREPRESENTED MANAGEMENT

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by Unrepresented Management; and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Summary of Benefits for Unrepresented Management covering the period of July 1, 2025 through June 30, 2027 ("UNREPRESENTED MANAGEMENT 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the City has determined that changing the implementation schedule of the cost of living wage adjustments for Unrepresented Management would be in the best interests of the City and the parties; and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt an amended UNREPRESENTED MANAGEMENT 2025-27 Summary of Benefits to memorialize and confirm the change in the implementation schedule of the cost of living wage adjustments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City hereby approves and adopts an amended UNREPRESENTED MANAGEMENT 2025-27 Summary of Benefits, which is attached hereto as Exhibit A.

SECTION 3. In the event of conflict between this Resolution and any prior City resolution relating to the subject matter thereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent of this Resolution provides benefits in excess or is different from the benefits provided in Resolution No. 2025-039, the provisions of this Resolution shall control.

SECTION 4. The City Clerk shall certify the adoption of this Resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____

EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Amended Unrepresented Management Summary of Benefits covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

SUMMARY OF BENEFITS
UNREPRESENTED MANAGEMENT

Excerpts from relevant State statutes, City Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.

The positions of Unrepresented Management are:

Accessibility Coordinator
Administrative Services Manager
Assistant Budget Manager
Assistant City Engineer
Assistant Civil Engineer
Assistant Engineer
Assistant Parks & Facilities Manager
Assistant Public Works Services Manager
Assistant to the City Manager
Associate Civil Engineer
Associate Engineer
Associate Planner
Budget Manager
Building and Code Compliance Manager
Building Official
Capital Improvement Projects Engineering Manager
City Clerk
City Planner
City Traffic Engineer
Civil Engineering Manager
Clinical Program Manager
Communications Manager
Construction Project Coordinator
Contracts and DIF Administrator
Council Liaison
Crime Prevention & Community Outreach Supervisor
Community Services, Parks & Recreation Manager
Community Services, Parks & Recreation Supervisor
Economic Development Analyst
Economic Development Manager
Emergency Services Coordinator
Engineering Manager
Environmental Compliance Coordinator
Environmental Compliance Supervisor
Environmental Services Administrator
Equipment Mechanic Supervisor
Facility Coordinator
Fiscal Services Manager
Grounds Supervisor
Housing Manager
Human Resources/Risk Management Analyst
Information Technology Analyst
Information Technology Manager
Information Technology Supervisor
Management Analyst
Multimedia Officer
Parks & Facilities Manager
Payroll Supervisor
Permit & Inspection Supervisor
Permit Center Coordinator
Police Records & Evidence Supervisor
Police Technical Services Manager
Principal Engineer
Principal Planner
Projects Manager
Public Information Officer
Public Safety Dispatch Supervisor
Public Works Project Manager
Public Works Services Manager
Public Works Supervisor
Purchasing Manager
Revenue Manager
Risk Manager
Senior Engineer
Senior Human Resources/Risk Management Analyst
Senior Information Technology Analyst
Senior Management Analyst
Senior Planner
Sewer & Storm Drain Supervisor
Strategic Initiatives Manager
Streets Supervisor

Supervising Building Inspector
Supervising Code Compliance Inspector
Supervising Plans Examiner
Transportation Manager
Utilities Engineering and Operations Manager
Water Utilities Superintendent
Water Utilities Supervisor

ACTING PAY:
The City will grant Acting after an employee has worked in a higher classification for twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. To receive Acting Pay, an employee must be formally assigned the duties of the higher classification. This assignment must be confirmed by the processing of a Personnel Action Form (PAF). Acting Pay will be five percent (5%) above the employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, or otherwise, as determined by the City Manager

Subject to the conditions noted above, qualifying employees will receive Acting Pay for all days worked in an Acting position, i.e., after twenty (20) consecutive work days or twenty (20) non-consecutive work days in a ninety (90) calendar day period. The employee will receive Acting Pay retroactive to the first day of serving in the acting capacity.

Source: Resolution No. 97-62

ADDITIONAL DUTY PAY:
Afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks may be afforded a percentage increase in salary to compensate for performing dual functions at the discretion of the Department Director.

Source: Resolution No. 97-62

BENEFIT BANK:
Employees are provided with a Benefit Bank for the purchase of medical, dental and/or vision insurance for themselves and their eligible dependents. The Benefit Bank total will be equal to the premium cost of HMO medical (at the Kaiser rate), dental and vision coverage for family coverage. The Benefit Bank amount will be adjusted annually when new rates become effective December 1st. Unused portions of the Benefit Bank will be paid out in the employee's regular paychecks as earned.

Any employee opting out of health coverage will be required to submit an affidavit attesting that they have other qualifying group health coverage and provide supporting documentation. For example, a letter from the employer of a spouse, domestic partner, or parent.

<u>New Hires:</u>
Failure to provide the required documentation within sixty (60) days of hire may result in the City enrolling the employee in the lowest cost medical plan. Such enrollment will remain in effect until the employee provides valid opt-out documentation during the next Open Enrollment period.

<u>Recertification:</u>
Failure to provide the required documentation during the annual Open Enrollment period may result in the City enrolling the employee in lowest cost medical plan. Such enrollment will remain

in effect until the employee provides valid opt-out documentation during the next open enrollment period.

Source: Resolutions Nos. 85-54, 86-59, 87-83, 89-195, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2001-76, 2004-022, 2005-008, 2006-021, 2007-49, 2013-046, 2015-054, 2019-050, 2025-039

BEREAVEMENT LEAVE:
A non-accruing bank of five (5) days (50 hours) for bereavement of a qualified family member is provided. A "qualified family member" is defined as spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member, if requested by the Department Director. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of a death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2000-47, 2000-69, 2001-76, 2019-050, 2025-039

BILINGUAL PAY:
Employees are eligible to receive one hundred and sixty dollars ($160) per month (except for eligible Police Records & Evidence Supervisor and Public Safety Dispatch Supervisor who receive two hundred and forty dollars ($240) per month) (paid over 24 pay periods) for verbal fluency in any language, other than English, that the Department Director deems necessary, including sign language, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for Bilingual Pay.
b. Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by the Department Director. Eligibility for the opportunity to test for Bilingual Pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the employee to use bilingual skills on the job. If an employee is approved for Bilingual Pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on-the-job and this benefit will be removed from the employee with no right of appeal.

Source: Resolution Nos. 85-54, 87-83, 91-102, 97-62, 98-40, 2000-47, 2000-69, 2006-021, 2006-025, 2025-039

CERTIFICATE PAY:
If a professional certificate is required as part of an employees' job, it will be paid for in the same manner and subject to the same limits as American Federation of State, County and Municipal Employees (AFSCME) employees.

Certified Access Specialist (CASp) – Qualifying employees are eligible to receive two hundred and fifty dollars ($250) per month (paid over 24 pay periods) if they possess a current CASp certificate.

Source: Resolution No. 2025-039

COMMERCIAL DRIVER'S LICENSE
Employees who are required to maintain their Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars ($250) per fiscal year.

Source: Resolution No. 2007-060

COMPENSATORY TIME:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Two (2) Compensatory Time banks, each consisting of eighty (80) hours, are established:

- Compensation Bank No. 1: This bank provides for the accrual of eighty (80) hours of Compensatory Time to be paid out only upon separation from employment. The first eighty (80) hours of Compensatory Time earned by an employee are recorded in this account. No annual buy back of this time is provided.
- Compensation Bank No. 2: This bank provides for the accrual of up to eighty (80) hours of Compensatory Time for use as time off only. This time may not be sold back to the City. Overtime hours in excess of eighty (80) in this account will be paid to employees in salary at one and one-half (1 ½) times the employee's regular rate of pay.

COMPUTER LOAN PROGRAM:
All non-represented management employees are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program as listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.

- A written agreement between the City and participant is required to participate in this program.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds. Should limitations on funds occur, participants buying new systems will be given first consideration and then a lottery for any participants upgrading their current system will be held.

Source: Resolution No. 2025-039

COST OF LIVING ADJUSTMENT:
Increases to employees' base wages/salary ranges are as follows:

- Effective the first pay period beginning July 21, 2025: Three percent (3%)
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%)

Source: Resolution Nos. 2025-039, 2025-076

COURT APPEARANCE AND STAND-BY COMPENSATION:
Off-duty employees in the position of Police Records & Evidence Supervisor and Public Safety Dispatch Supervisor who are placed on stand-by for a possible court appearance will be paid at their straight time rate for two (2) hours per day spent on stand-by.

Source: Resolution No. 2005-008

DEATH BENEFIT:
Employees are provided with $100,000 in life insurance coverage, payable to beneficiary on file in Human Resources/Risk Management at time of death.

In the event of an employee's death, their beneficiary will receive payment of all unused Leave time at 100% except Sick Leave. Sick Leave Time will be paid out at the rate established by years of service. If the employee would have been eligible for retirement using the CalPERS definition, Sick Leave will be paid to the employee's beneficiary(ies) at 100% cash-out of the employee's accrued Sick Leave on record.

In the event of an employee death, if said such death is defined by the Workers' Compensation system as an industrial death, the employee's beneficiary(ies) will receive 100% cash-out of the employee's accrued Sick Leave on record.

Source: Resolution Nos. 2000-047, 2000-069

DEFERRED COMPENSATION PLAN:
A deferred compensation plan, 457(b), is available to all employees, providing tax-deferred savings to serve as a retirement supplement. An employee may contribute to the City's designated deferred compensation plan up to the maximum annual amount allowed by federal and state law through a payroll deduction program.

City Contribution
The City-paid contribution to deferred compensation is two hundred and fifty dollars ($250) per month. The contribution will be placed in a deferred compensation account, 401(a), selected by the City. Loans are permitted.

Source: Resolution Nos. 86-59, 87-83, 98-40

"Catch-up" Provision
Pursuant to federal and state law, employees attaining the minimum age of 47, who are within three (3) years of their planned retirement date, may take advantage of the 457 Deferred Compensation Plan "Catch-up" provisions and allowances as defined in federal and state law. To the extent allowed by federal and state law and the City's deferred compensation plan administrator, the City will allow, during the three (3) years prior to an employee's planned retirement date, the conversion of accrued Sick, Vacation, Sick Leave Conversion, Management, Floating Holiday/Compensatory and Holiday Leave hours to cash contribution at the employee's base rate of pay in effect at the time of conversion. Leave conversion contributions for the "457 Catch-up" shall normally be distributed over an employee's last three (3) years prior to their planned retirement date. However, based on the total amount of "457 catch-up" contributions available to the employee, accumulated Sick Leave hours, and the employee's designated retirement date, "457 Catch-up" contributions may occur over a shorter period of time prior to retirement. To be eligible to participate, the employee must be within three (3) years of their planned retirement date, have "457 catch-up" privileges available to them, be enrolled in the City-sponsored 457 Deferred Compensation Plan.

"Catch-up" – Sick Leave
Employees are not entitled to 100% cash-out of Sick Leave until completion of five (5) years of service with the City as the final employer and either a qualified service or disability retirement. The City will advance employees 47 years of age or older a cash-out of their accrued Sick Leave up to the indexed amount if they choose to utilize the "Catch Up" provision provided through the City's 457 plan.

In the event an employee separates for any reason other than service or disability retirement from the City prior to being eligible to receive 100% Sick Leave pay, said employee will be required to reimburse the excess amount of Sick Leave previously paid out. The reimbursement will be deducted by the City from any or all earned funds available to the employee on separation, without it being necessary for the City to seek a civil judgment for the monies.

In order to participate, the employee will select the amount of Sick Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Sick Leave remaining at the end of the year. The employee's Sick Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee will continue to accrue Sick Leave hours at the normal rate while participating in this program.

"Catch-up" hours advanced will be counted towards the employee's Sick Leave bank for the Sick Leave Program calculation.

"Catch-up"– Vacation Leave
To participate, the employee will select the amount of Vacation Leave they want transferred into deferred compensation at the beginning of each of the three (3) years. The amount can be a selected number of hours or a percentage of Vacation Leave remaining at the end of the year. The employee's Vacation Leave balance would then decrease commensurately with the amount of funds withdrawn.

The employee maintaining their Vacation Leave maximum would still be eligible for Vacation Leave incentives, such as Vacation Leave Conversion. The employee will continue to accrue Vacation Leave hours at the normal rate while participating in this program.

"Catch-up"– Other Leave Banks
In order to participate, the employee will select the amount of other leave (this may be Sick Leave Conversion, Management, Floating Holiday, Compensatory Time and/or Holiday Leave) to be transferred into deferred compensation at the beginning of each of the three (3) years. The amount must be a selected number of hours of leave. The employee's leave balance would then decrease commensurately with the amount of funds withdrawn.

"Age 50+ Catch-up"
In the calendar year an employee reaches age 50 (or older), they may contribute an additional amount over the normal maximum contribution limit (per the IRS limit). The "Age 50 Catch-up" and "Pre-Retirement Catch-up" provisions may not both be used in the same calendar year. Employees may use accrued Sick, Vacation, Management, Floating Holiday, Compensatory Time leave hours to contribute this additional amount.

Defined Contribution Plan - 401(A):
This plan, offered in addition to the existing 457 Deferred Compensation Plan, allows employees to defer additional income (beyond what is allowed in the 457 Plan) as a means of accumulating greater savings for retirement. Participation is voluntary. Employees who elect to enroll in the 401(a) Plan contribute pre-tax contributions in one of the established amounts: 1% - 20% inclusive, 25%, or 100%. The City contributes $1 per pay period per participating employee. An employee's election to enroll in the 401(a) Plan is irrevocable. Loans are permitted.

Contributions to the deferred compensation plan will be discontinued while an employee is receiving Workers' Compensation payments.

Source: Resolution Nos. 98-09, 98-40, 2003-1, 2004-74, 2019-050

DIRECT DEPOSIT:
All employees will have funds directly deposited into an account they established for deposit of their payroll checks.

Source: Resolution No. 2019-050

DISABILITY:
The City will pay all premiums for the City-funded Short/Long Term Disability Program and provide it to all full-time, non-probationary employees, with a buy-down program to be effective on the 41st calendar day of disability, with a provision to continue regular benefits and benefit accruals during the "buy-down" and Term Disability coverage periods. Salary continuation effective on the 41st consecutive calendar day of disability will be at a rate of 100% of the employee's base salary. Effective on the 61st consecutive calendar day of disability, salary continuation will be made at a rate of 66-2/3% of the employee's base salary. The entire benefit period will not exceed five (5) years.

Source: Resolution No. 86-59

DISCIPLINARY APPEAL PROCEDURE:
The City Manager will no longer serve as the Hearing Officer.

Source: Resolution Nos. 98-40, 2005-008

FLEXIBLE BENEFITS SPENDING PLAN:
A Section 125 – Flexible Benefits Spending Plan is available for employee contributions in accordance with IRS regulations.

Source: Resolution Nos. 2009-043, 2017-049

FLOATING HOLIDAY TIME:
Employees are provided with thirty-five (35) hours of Floating Holiday Time in July of each year (prorated for new hires following completion of six (6) months of full-time/continuous service). This time off is used by the employee with the approval of their supervisor.

Employees may cash out up to thirty-five (35) hours of Floating Holiday Time, one (1) time per fiscal year, in a set number of hours, payable at the employee's existing base rate of pay at the time of request. Payment will be made with the regular payroll check run nearest the request of the cash-out (requires minimum of ten (10) working days prior to request). Any remaining Floating Holiday Time will be paid out in the final payroll check of each fiscal year.

Except for employees retiring from the City, employees resigning/separating from employment will have Floating Holiday Time credited on a prorated basis (2.916 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 86-59, 87-83, 89-195, 97-62, 2000-47, 2000-69, Administrative Policy-Floating Holiday Time

HOLIDAYS:
The City has designated twelve (12) ten-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

Employees must be paid for the regularly scheduled workday which immediately follows a holiday in order to receive pay for that holiday. When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Source: Ordinance 2002-03; Resolution Nos. 85-54, 86-59, 96-86, 2001-76, 2019-050

HOLIDAY CLOSURE:
The City reserves the right to close non-safety facilities between Christmas Eve and New Year's Day. Employees may use accrued Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion or remain in an unpaid leave status during this period.

The City shall have the discretion to advance Vacation time, which will be earned by the employee in the future, to those employees who request it and who do not have any current Vacation, Floating Holidays, Compensatory Time, Sick Leave Conversion and do not wish to be in an unpaid leave status during the closure.

Based on the organizational needs, certain classifications may be required to work during the holiday closure. This determination will be made by the Department Director.

HOLIDAY PAY:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Credited with one hundred and fifty-five (155) holiday hours (observed City holidays plus Floating Holiday Time) at the beginning of each fiscal year. These positions have the option of converting holiday time to cash or to accumulated time off. Holiday time converted to cash pursuant to exercise of the above option, will be compensated at the current base hourly rate. Any holidays converted to accumulated time off must be utilized during the fiscal year, and there will be no option to carry unused accumulated holiday time from one fiscal year to another. Any unused holiday hours for the period of July 1 through June 30 of any fiscal year will be paid, on the last payday of the fiscal year, for all remaining hours calculated at the base hourly rate for each hour of unused holiday time.

Upon written request to the City's Finance Department, payment of holidays will be made in a check separate from the regular payroll check at any time throughout the year. Holiday pay will be calculated at the pay rate at the time of cash-out. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Except for employees retiring from the City, Holiday leave time used or received in cash in excess of those which would have normally accrued during that period of time in the fiscal year for observed City holidays, will be reimbursed to the City upon termination of their employment.

Source: Resolution Nos. 96-86, 2016-047

HOLIDAY TIME COMPENSATION BANK:

When a City-designated holiday is observed on an employee's scheduled day off, then said holiday hours shall be deposited within a holiday time compensation bank. Any holiday hours remaining in the holiday time compensation bank by the end of the fiscal year will be converted to cash at the employee's current hourly rate.

Should the employee separate from City employment (for any reason) and has one or more accumulated holidays on account on the effective date of the separation, the accumulated holiday shall be converted to cash at the hourly rate existing at the time of separation and in an amount equivalent to the number of hours constituting a "workday" at the time of separation.

Source: Resolution Nos. 2016-047, 2025-039

JURY DUTY:

It is the policy of the City that no employee be compensated for jury service in excess of ten (10) working days during any fiscal year. A "working day" shall be defined as a regularly scheduled day of work for the affected employee.

For all jury service, employees are required to deliver a jury duty certification form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to

work before and after jury duty provided there is an opportunity for at least one hour (1) of actual work time.

Source: Resolution Nos. 96-86, 2019-050

LICENSING RENEWAL FEE FOR REGISTERED ENGINEERS:
The City shall pay the employee cost of the renewal fee for Registration as a Professional Engineer in the State of California. If the employee who has been provided with fee payment resigns prior to the expiration of the license, the fee must be refunded to the City.

Source: Resolution No. 91-102

LIFE INSURANCE:
Employees are provided with a total of $100,000 in life insurance coverage.

See also Death Benefit Section in this Summary of Benefits.

Source: Resolution Nos. 85-54, 87-83, 2000-47, 2000-69

LUNCH (PAID):
Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors will receive a paid lunch break.

Source: Resolution No. 96-86

LONGEVITY PAY:
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $500 paid in a lump sum at time of anniversary.
- 15 years of service - $1,000 paid in a lump sum at time of anniversary.
- 20 years of service - $1,500 paid in a lump sum at time of anniversary.
- 25 years of service - $2,000 paid in a lump sum at time of anniversary.
- 30 years of service - $2,500 paid in a lump sum at time of anniversary.
- 35 years of service - $3,000 paid in a lump sum at time of anniversary.
- 40 years of service - $3,500 paid in a lump sum at time of anniversary.
- 45 years of service - $4,000 paid in a lump sum at time of anniversary.

Source: Resolution Nos. 2023-51, 2023-060

MANAGEMENT LEAVE:
With exception of Public Safety Dispatch Supervisors and Police Records & Evidence Supervisors, who earn overtime, employees are provided with sixty (60) Management Leave hours in the first pay period in July of each fiscal year. Management Leave is non-accruing and shall not be carried from one fiscal year to the next. Newly hired management employees or current employees promoted into management will receive a prorated management leave benefit.

Up to thirty (30) hours of Management Leave may be cashed out at any time during the fiscal year by making a request to the Finance Department. Employees shall use all management leave time no later than the ending date of the final payroll in June (this payroll period does not extend into July). Any unused Management Leave on record at the ending date of the final payroll in June will be cashed out, up to thirty (30) hours maximum.

Up to an additional sixty (60) hours of Management Leave may be granted by the City Manager with a corresponding ability to cash-out these hours for any employee who demonstrates they are committing an extraordinary amount of time beyond their normal work schedule to the job.

Except for employees retiring from the City, employees resigning/separating from employment will have Management Leave credited on a prorated basis (5 hours per month), and amounts used/cashed out in excess of those they qualify for are owed back to the City upon separation. The difference will be deducted from the employee's final check(s), or in the event that sufficient funds are not available, the employee will be responsible to pay back the City within fourteen (14) calendar days from the date of separation.

Source: Resolution Nos. 85-54, 87-83, 97-62, 2000-047, 2000-69, 2007-049; Administrative Policy-Management Leave

MILEAGE REIMBURSEMENT:
The City agrees to reimburse employees authorized by their Department Head for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City shall use the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

Source: Resolution Nos. 96-86, 2025-039

MILITARY LEAVE:
Under certain conditions, employees ordered to active duty may receive wage continuation and benefits for up to one (1) year. Cost of living adjustments will be received and leave accruals will continue during the first year of ordered active duty.

Source: Military and Veterans Code section 395.01 et seq.; Resolution Nos. 85-54, 2001-66

OVERTIME:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – Are eligible to earn overtime hours. For purposes of overtime computations, Vacation, Sick Leave, Compensatory Time, and Holiday time taken in a work week will be counted as hours worked. Overtime hours are paid at the rate of one and one-half (1-½) times the employee's base rate of pay unless otherwise specified in this Summary of Benefits.

Also see Regular Rate of Pay Section in this Summary of Benefits.

PERFORMANCE EVALUATION:
Employees will receive an annual performance evaluation and consideration of a salary adjustment within the Merit Zone and the Outstanding Zone established by the date of hire. Salary adjustments will be based on individual performance and contribution.

Source: Resolution No. 97-62

PERSONNEL FILE (RESPONSE TO DOCUMENTS PLACED WITHIN):
Employees, during City Hall business hours, with advance notice to Human Resources have the right to have access to and copies of any document in their official personnel file. Employees may be charged for cost of duplication of any materials in the personnel file for which they request copies.

An employee shall have the right to respond in writing to adverse documents placed in their personnel file by submitting a written response to the Human Resources/Risk Management Department. The written response will be filed with the original document.

Source: Resolution Nos. 2000-47, 2025-039

RECRUITMENT INCENTIVES:
For recommendation resulting in Sworn Officer hire:

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.*

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

REGULAR RATE OF PAY:
Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor
For purposes of determining the "regular rate" of pay in calculating Fair Labor Standards Act ("FLSA") overtime, the "regular rate" of pay includes "all remuneration for employment paid to, or on behalf of, the employee" except payments specifically excluded under the FLSA (29 USC Section 207(e)). In addition to the base salary rate, compensation earned by the employee during the seven (7) day work period pursuant to the following provisions of this Memorandum of Understanding ("MOU") will be included for purposes of determining the "regular rate" of pay:

- Acting Pay
- Additional Duty Pay
- Unused portions of the Benefit Bank actually received as cash

- ❖ Bilingual Pay
- ❖ Longevity
- ❖ Uniform Clothing/Cleaning Allowance

For purposes of determining the total hours actually worked in the work period, all hours taken as leave are deducted from total number of hours paid.

See also Overtime section of this Summary of Benefits.

REHIRE POLICY:
Any employee who resigns from City employment and at the time of resignation is noted as being subject to rehire, and who is in fact rehired later than six (6) months after the effective date of resignation and then employed in their former classification, or in a position within the classification series held at the time of resignation and in a comparable or lower rank, shall serve the same probationary period that any new hire would otherwise serve and shall be otherwise subject to all terms and conditions of employment applicable to any newly hired employee. The only exception shall be that any employee rehired shall have their seniority level and leave accrual rates determined based upon the number of years of service with the City of Chino prior to the resignation.

Employees rehired by the City under the City's Rehire Policy will be allowed to buy back any time cashed out at time of separation. Said buy back shall be at the hourly rate existing upon rehire. Sick Leave on record at the time of separation that was not compensated for will be reinstated.

Source: Resolution Nos. 96-86, 97-62

RETIREMENT:
The City has a three-tier retirement benefit as follows:

A. 2.7% at age 55 if hired before October 17, 2011, with the single highest year final compensation.
B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
C. 2% at age 62 (PEPRA), if entering CalPERS membership on or after January 1, 2013, with a 3-year average final compensation.

<u>Member Contribution to PERS</u>
Members will contribute the employee rate of contributions each payroll. All employee paid contributions to PERS will be made on a pre-tax basis, in accordance with IRS Section 414 (h)(2) and PERS guidelines:

A. 2.7% at 55, if hired before October 1**7**, 2011:
   1) Employee contribution rate – 8% of reportable compensation.
B. 2% at 55, if hired on or after October 1**7**, 2011:
   1) Employee contribution rate – 7% of reportable compensation.
C. 2% at age 62 (PEPRA) if entering CalPERS membership on or after January 1, 2013:
   1) Employee contribution rate – 7.25% of reportable compensation (subject to change).

<u>Fourth Level 1959 Survivor Benefit</u> – The City will pay all costs associated with this benefit.

Source: Resolution Nos. 1496, 85-54, 89-195, 91-102, 96-86,

RETIREMENT HEALTH SAVINGS (RHS) PLAN:
A Retirement Health Savings Plan is established in accordance with IRS regulations, consisting of employee contributions only.

Beginning January 1, 2021, employees will contribute twenty five dollars ($25) per pay period on a pre-tax basis. Upon separation or retirement, employees will contribute fifty percent (50%) of all qualifying accrued Sick Leave to the plan.

Source: Resolution No. 2007-049

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an employee's salary shall be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employe shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative repayment method may be requested by the employee and are subject to the Approval of the Director of Human Resources/Risk Management or their designee. Extensions will be approved only the in case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situations involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Source: Resolution Nos. 2000-47, 2000-69, 2025-039, Employee Handbook

SEPARATION FROM CITY:
At the discretion and approval of the Department Director, employees may be allowed to extend their last day of employment using leave time (vacation, holiday, or management) one (1) pay period beyond that day on which the employee actually reports to work. Sick leave may not be used for extension unless accompanied by a physician's orders.

Source: Resolution Nos. 97-62, 2025-039

SICK LEAVE:
Upon hire, employees will be credited with thirty (30) hours or three (3) days of Sick Leave, whichever is greater, which can be used following the completion of ninety (90) days of continuous full-time employment. Following the 90th day of employment, for each calendar month in which the employee is paid for more than two-thirds (2/3) of the working days in such month, employees accrue ten (10) hours of Sick Leave per month up to a maximum accrual of one thousand eighty (1,080) hours.

If an employee changes status (e.g. changes from full-time to part-time employment), or separates from this employee unit, the employee will be subject to the new bargaining group's MOU or Summary of Benefits.

Upon notice of resignation or retirement from the City, any Sick Leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any Sick Leave hours for time missed from work.

Source: Labor Code sections 233-234; Resolution Nos. 85-54, 86-59, 2015-046;
Administrative Policies-Sick Leave Usage--Examination & Treatment,
Sick Leave Usage--Birth of Child, Use of Leave Time for Care of Family Members,
Sick Leave Usage--Pre-Employment Physical Examination

SICK LEAVE BUY BACK:
At separation of employment the City will buy back a percentage of the employee's accrued Sick Leave hours, at the hourly base rate of pay at the time of separation. This benefit is contingent upon non-retirement, non-disciplinary separation, and completion of five (5) years full-time employment with the City. The percentage of Sick Leave Buy Back is:

Completed Years of Service	% of Sick Leave Converted to Compensation
5 years	30%
10 years	35%
15 years	40%
20 or more years	45%

The City shall buy back 100% of the employee's accrued Sick Leave hours for a service or disability retirement following five (5) years of full-time employment with the City as the final employer. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 85-54, 87-83, 2007-56

SICK LEAVE CONVERSION TO PERSONAL LEAVE:
For employees who have earned Sick Leave accrual benefits for one (1) full fiscal year, Sick Leave may be converted to Personal Leave in accordance with the following schedule.

A Sick Leave Days (10 hours) Earned	B Annual Sick Leave Days (10 hours) Used	C Personal Leave Days (8 hours) Conversion	D Up to 56 hours of Sick Leave in excess of 960 hours limit Converted to Pay
12 days (120 hrs)	0	8 days (64 hrs)	0 + 64 + 56 = 120 hrs
11 days (110 hrs)	1 day (10 hrs)	7 days (56 hrs)	10 + 56 + 54 = 120 hrs
10 days (100 hrs)	2 days (20 hrs)	6 days (48 hrs)	20 + 48 + 52 = 120 hrs
9 days (90 hrs)	3 days (30 hrs)	5 days (40 hrs)	30 + 40 + 50 = 120 hrs
8 days (80 hrs)	4 days (40 hrs)	4 days (32 hrs)	40 + 32 + 48 = 120 hrs
7 days (70 hrs)	5 days (50 hrs)	3 days (24 hrs)	50 + 24 + 46 = 120 hrs
6 days (60 hrs)	6 days (60 hrs)	2 days (16 hrs)	60 + 16 + 44 = 120 hrs

Personal Leave must be taken as time off with Department Director approval and may not be carried from one fiscal year to the next. Converted Personal Leave that is not used will be credited to Sick Leave at the end of a fiscal year if credited hours do not exceed the one thousand eighty (1,080) hours Sick Leave limit.

Source: Resolution Nos. 86-59, 91-102

SICK LEAVE HIRING INCENTIVE:
New employees may be eligible to be credited with up to two hundred (200) hours of Sick Leave from their prior employer so long as the prior employer did not compensate the employee for Sick Leave hours at this amount or greater. New employees will be required to provide proof that the sick leave hours were not cashed out by presenting their last pay stub or written verification from their prior employer's Payroll Division.

Source: Resolution No. 2025-039

SICK LEAVE PROGRAM:
Employees having in excess of nine hundred and sixty (960) hours of accumulated Sick Leave on the last pay period in June will be paid in the final paycheck of the fiscal year, an amount computed at the then existing hourly rate for each hour in excess of nine hundred and sixty (960) hours, up to a maximum of fifty six (56) hours.

Source: Resolution Nos. 87-83, 91-102

TUITION ADVANCE PROGRAM:
Full-time, non-probationary employees who desire to enroll in an accredited college/university degree program or professional development course, are eligible for tuition advancement up to a maximum of three thousand, five hundred dollars ($3,500) per fiscal year. A Tuition Advancement Form must be received by the Human Resources/Risk Management Department for review and approval before and advance will be provided. Budgeted funds must be available to cover tuition advance and no expenditure beyond the approved budget allocation will be authorized to cover any amount of any employee's educational expenses.

Affected employees are required to complete one (1) year of service with the City from the date of completion of course work to be eligible for this benefit. Individuals voluntarily separating from the City prior to completion of one (1) year of service with the City from date of completion of course work will be required to reimburse the City for funds advanced to them under this program. Said reimbursement shall be deducted from any separation check to be distributed to the employee, no matter what the nature of the funds, without the necessity of a judgement being mandated on behalf of the City.

A college or university shall be defined as an institution accredited by the Western Association of Schools and Colleges Senior College and University Commission (WASC), the Accrediting Commission of Community and Junior Colleges (ACCJC), Northwest Commission on Colleges and Universities (NWCCU), Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), Middle State Commission on Higher Education (MSCHE), New England Association of Colleges and Schools (NEASC) or an institution listed on the Higher Learning Commission (HLC). Other accreditations may be eligible upon review by the Human Resources Department.

Advanceable expenses will include books, tuition, parking and registration/enrollment fees. All required fees such as health-related fees, "gym" fees and other miscellaneous fees, whether billed as "tuition" or otherwise required of the institution are eligible. Items such as paper, pens, notebooks, and printing fees will not be eligible.

Employees agree that upon accepting a tuition advance from the City, the employee is responsible to provide the City with verification of completion of class(es), grade(s) and receipts for expenses within sixty (60) calendar days from the date of final course work (as indicated on the request for tuition advance form submitted by the employee). In the event that the educational institution attended does not provide the employee with verification of completion or grades or receipts within this sixty (60) calendar days timeframe, the employee is responsible to notify the Director of Human Resources/Risk Management, in writing, of such and an additional sixty (60) calendar days extension will be granted. In the event that an employee does not provide verification of completion of class(es), grade(s) and receipts for expenses at the end of either the initial sixty (60) calendar days or at the end of the extension of an additional sixty (60) calendar days (to one hundred twenty (120) calendar days total), the City will have the right to automatically make a payroll deduction from the employee's next regular payroll check in an amount equal to the amount of tuition funds advanced.

Source: Resolution Nos. 85-54, 87-83, 89-195, 91-102, 96-86, 97-62, 2015-054

TUITION REIMBURSEMENT – ENHANCED PROGRAM:

Employees who have incurred otherwise reimbursable tuition cost in an amount greater than the maximum amount available shall be eligible to receive additional reimbursement to the extent that tuition reimbursement funds are available at the end of each fiscal year. No such distribution will be made until the conclusion of the fiscal year to verify the number of employees making application for the enhanced benefit. Employees must submit a tuition reimbursement invoice to the Human Resources/Risk Management Department no later than May 1st of each year to participate in this Enhanced Program.

It shall remain the individual employee's responsibility to apply for and receive written authorization to participate in a tuition reimbursable course prior to any such enrollment.

Source: Resolution Nos. 96-86, 2015-054

UNIFORM CLOTHING/CLEANING ALLOWANCE:

Public Safety Dispatch Supervisor and Police Records & Evidence Supervisor – The City shall provide to affected employees a clothing/cleaning allowance of seven hundred and seventy dollars ($770) per year. Payment for the total uniform cleaning allowance will be made one time per year. This payment will be in a check separate from the employee's regular paycheck and will be provided at the time of distribution of the second payroll check in August of each year. If assignment is made to a non-uniformed unit prior to the end of the fiscal year, the employee will be responsible to reimburse to the City on a pro-rated basis such amount which he/she is no longer eligible to receive.

The amount of reportable compensation for uniforms shall not exceed seven hundred and seventy dollars ($770) per year. Non-uniformed clothing will not be included with reportable compensation in accordance with CalPERS guidelines. At the employee's option, the annual allowance may be used toward the purchase of new Police Department uniform in an amount to be determined individually by each employee.

Also see Work Boots and Work Shoes in this Summary of Benefits.

Source: Resolution No. 2006-021

VACATION LEAVE:

Maximum accrual of Vacation is four hundred (400) hours. Upon termination of employment, accrued Vacation will be paid at the employee's then existing hourly rate of pay. New employees with less than six (6) months of City service are ineligible to receive Vacation Leave Buy Back. It is the responsibility of employees to schedule Vacation time off for rest and recuperation in order that earned vacation time in excess of four hundred (400) hours will not be removed from the records.

Months of Completed Service	Annual Vacation Accrual
6 – 24	12 days p/year (10.0000 hours p/month)
25 – 48	15 days p/year (12.5000 hours p/month)
49 – 108	18 days p/year (15.0000 hours p/month)
109 – 120	19 days p/year (15.8333 hours p/month)
121+	20 days p/year (16.6666 hours p/month)

Vacation leave will be taken at a time approved by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the City. Unless otherwise provided by Department rules, employees must submit vacation requests to their supervisor at least seven (7) calendar days prior to the intended start of vacation. No person will be permitted to work for compensation for the City during his/her vacation except with prior approval of the City Manager or designated representative. If one or more City holidays fall within an annual Vacation Leave, the holidays will not be charged as Vacation Leave; however, extension of the Vacation Leave for the period of such holiday(s) is subject to approval of the City Manager.

A temporary increase in the total Vacation hours accrued (in excess of 400 hours) may be approved by the Department Director and notification to the Finance Department to affect this temporary exception.

Source: Resolution Nos. 85-54, 86-59, 2005-008

VACATION LEAVE BUY BACK:
At separation or retirement, 100% of accrued Vacation Leave, to a maximum of 400 hours, will be paid at the employee's existing base rate of pay. New employees with less than six (6) months of service are ineligible to receive Vacation Leave Buy Back. The percentages may be adjusted in accordance with the Retirement Health Savings Plan elections and provisions for affected individuals, per IRS regulations.

Source: Resolution Nos. 86-59, 2005-008

VACATION LEAVE CONVERSION:
Employees who have accumulated a minimum of one hundred and twenty (120) vacation hours may convert a maximum of eighty (80) hours of vacation leave to pay per fiscal year. Employees may convert leave to pay in April and/or November of each year, calculated at the employee's hourly base rate of pay at the time of conversion. Six (6) months prior to date of conversion, half* the number of accrued leave hours requested, excluding Sick Leave, must have been taken as time off.

*This usage requirement is waived for "active" military personnel.

Source: Resolution Nos. 87-83, 89-195, 96-86, 98-40, 2006-021

WORK BOOTS/WORK SHOES:
Supervising Building Inspector and Supervising Code Compliance Inspector - Will receive a three hundred dollar ($300) allowance in their first paycheck in January. These funds will be used by the employee for the purchase of safety-rated work boots or work shoes. Employees are required to wear and maintain work boots/work shoes in conformance with OSHA regulations and City appearance standards.

Source: Resolution No. 2016-047

WORKERS' COMPENSATION PROGRAM:
Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury employees will use accrued Sick, Vacation, Floating Holiday, Management and/or Compensatory Leave Time for full salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the current monthly salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days the City will credit the employee for the first three (3) days of Sick Leave used. If hospitalization is required the first, second, and third days salary is paid by the City through the Workers' Compensation program.

Source: Labor Code section 4850; Resolution No. 85-54

WORKERS' COMPENSATION PREMIUM PAYMENT:
In the event of a work-related illness or injury, which results in a permanent disability settlement, the City will provide a 10% premium benefit payment provided the following occurs:

- That the Workers' Compensation Appeals Board approves the total settlement, including the 10% premium benefit.
- That neither a "Notice of Claim" nor "Application for Adjudication of claim" will have been filed or served against the City of Chino.
- That the injured employee has diligently sought medical attention as prescribed by the treating physician(s) approved by the City.
- That the injured employee and the City have employed the guidance of the State Department of Industrial Relations Office of Information and Assistance to resolve any outstanding issues or misunderstandings.

Representation is a legal right recognized by statutory law. Nothing precludes an employee from retaining legal counsel or representation; however, the premium benefit offered is only available in cases handled without the involvement of legal counsel. This is done in recognition of the cost savings that result in non-litigated cases that can be passed on to the ill or injured worker.

Source: Resolution No. 97-62

SAVINGS CLAUSE:
Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

IMPLEMENTATION:
These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

RESOLUTION NO. 2025-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, ADOPTING AND AMENDING PORTIONS OF RESOLUTION NOS. 85-52, 85-53, AND 85-54 PERTAINING TO COMPENSATION FOR EMPLOYEE POSITION CLASSIFICATIONS REPRESENTED BY PART-TIME EMPLOYEES

WHEREAS, the City Council of the City of Chino adopted Resolution Nos. 85-52, 85-53, and 85-54 and subsequent resolutions to establish changes to salaries, benefits, and terms and conditions of employment for City classifications, including those represented by Part-Time Employees; and

WHEREAS, the wages, hours, and terms and conditions of employment of affected employees are codified in a variety of City Resolutions, Summaries of Benefits, and Agreements; and

WHEREAS, the latest Summary of Benefits for Part-Time Employees covering the period of July 1, 2025 through June 30, 2027 ("PART-TIME EMPLOYEES 2025-27") was approved and adopted by Resolution No. 2025-039; and

WHEREAS, the City has determined that changing the implementation schedule of the cost of living wage adjustments for Part-Time Employees would be in the best interests of the City and the parties; and

WHEREAS, the City has determined the updating the Sick Leave cap for Part-Time Employees from 48 hours to 80 hours in accordance with the Healthy Workplace, Healthy Families Act would be in the best interests of the City and the parties; and

WHEREAS, it is the desire of the City Council of the City of Chino to approve and adopt an amended PART-TIME EMPLOYEES 2025-27 Summary of Benefits to memorialize and confirm the change in the implementation schedule of the cost of living wage adjustments and update the Sick Leave cap from 48 to 80 hours.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City hereby approves and adopts an amended PART-TIME EMPLOYEES 2025-27 Summary of Benefits, which is attached hereto as Exhibit A.

SECTION 3. In the event of conflict between this Resolution and any prior City resolution relating to the subject matter thereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent of this Resolution provides benefits in excess or is different from the benefits provided in Resolution No. 2025-039, the provisions of this Resolution shall control.

SECTION 4. The City Clerk shall certify the adoption of this Resolution effective November 4, 2025.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

EXHIBIT A. Amended Part-Time Employees Summary of Benefits covering the period of July 1, 2025 through June 30, 2027

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

SUMMARY OF BENEFITS
PART-TIME EMPLOYEES

Part-time positions can be found in the current Classification and Compensation Schedule – Part-time Positions. Excerpts from relevant State statutes, Council Resolutions, and Administrative Policies are found in this document, and are organized alphabetically by subject matter.

ACTING PAY/ADDITIONAL DUTY PAY:

1. Acting Pay may be provided to employees who are formally assigned the duties of a higher-level class for an extended period of time, anticipated to be for a minimum duration of two (2) weeks. Such assignment will be confirmed by the processing of a Personnel Action Form (PAF) by the employee's Department Director. Acting Pay will be five percent (5%) above the employee's current base salary rate or Step "A" of the Acting position Classification, whichever is greater, unless otherwise authorized by the City Manager.

2. Additional Duty Pay may be afforded to an employee who takes on a significant number of extra assignments in an area different than their regularly assigned responsibilities. An employee performing this type of work for a period of time greater than two (2) weeks will receive pay in the amount of five percent (5%) increase in salary to compensate for performing dual functions at the discretion of the Department Director.

Source: Resolution Nos. 2006-021, 2019-050, 2025-039

BEREAVEMENT LEAVE:

A non-accruing bank of five (5) days (50 hours) for the bereavement of a "qualified family member" is provided. A "qualified family member" is defined as a spouse, domestic partner, parent, step-parent, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild, or any other relative residing within the employee's home.

The five (5) days of bereavement leave do not need to be taken consecutively; they can be used intermittently. If the leave is used intermittently, it must be used within three (3) months of the qualified family member's date of death.

The employee within thirty (30) days of the first day of the leave shall provide documentation of the death of the qualified family member if requested by the Department Director or their designee. Documentation may include, but is not limited to a death certificate, a published obituary, a written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Source: Resolution Nos. 2019-050, 2025-039

BILINGUAL PAY:

Employees, who are identified as holding status in a "regular" part-time position (as compared to a seasonal or on-call part-time position) are eligible to receive a seventy five dollar ($75) allowance per month (paid over 24 pay periods) for verbal fluency in any language other than English their Department Director deems necessary, including sign language, under the following conditions:

a. Certification: A competency examination will be administered by the Human Resources/Risk Management Department to determine employees' proficiency. Testing and its frequency are at the discretion of the City. An employee must pass the City's competency examination to be eligible for bilingual pay.
Department Director Approval: To be eligible to take the City's competency examination, an employee must be recommended by their Department Director. Eligibility for the opportunity to test for bilingual pay is solely at the employee's Department Director's discretion and is not subject to administrative appeal or challenge. The Department Director will make their recommendation based on an assessment of the need for the employee to use bilingual skills on the job. If an employee is approved for bilingual pay, then later changes assignment, classification, job duties, or is transferred or promoted, a determination may be made by the employee's Department Director that bilingual skills are no longer required for use on the job and this benefit will be removed from the employee with no right of appeal.

Source: Resolution No. 99-02

BREAKS/LUNCH:
For each five (5) hours worked, a twenty (20) minute paid break period will be provided. For each six (6) hours worked, a thirty (30) minute (minimum) unpaid meal break will be provided.

Source: Employee Handbook

COMMERCIAL DRIVER'S LICENSE:
Employees who are required to have a Class "A", Class "B" or Class "C" with Hazmat endorsement driver's license are eligible to receive two hundred and fifty dollars ($250) each fiscal year.

Source: Resolution No. 2019-050

COMPUTER LOAN PROGRAM:
Part-time employees who are assigned on a regular and consistent basis to work thirty (30) hours or more per week are eligible to participate in a Computer Loan Program managed by the Finance Department. Participants must agree to comply with the requirements of the program listed below:

- Maximum amount financed is two thousand, five hundred dollars ($2,500).
- Any new computer system may be purchased under the plan as long as it complies with Administrative Policy Employee PC Lottery Loan Program.
- Minimum of one (1) business software package must be purchased (i.e. spreadsheet, data base manager, word processor, etc.).
- System components must be manufactured by an established, brand name company and be compatible with City data processing equipment. For example, Dell, HP, etc.
- No game or entertainment software will qualify under this program.
- Loans to participants will be for a term not to exceed thirty-six months (36) and no interest will be charged during that time.
- Payments on the loan will be made through payroll deduction on a bi-weekly basis.
- Loans are due and payable in full upon termination of employment for any reason. (i.e. resignation, retirement, etc.).
- The City must approve in advance all purchases for equipment under this program.

- A written agreement between the City and participant is required to participate in this program.
- Upon notification of winning the PC Lottery Program, participant will have thirty (30) days to submit necessary documentation to Finance Department for pre-approval of system purchase.

The City intends to offer this program on an annual basis, but the Plan's continued availability will be dependent upon its effectiveness and availability of funds.

Source: Resolution No. 2025-039

COST OF LIVING ADJUSTMENT:
Increases to employees' base wages/salary ranges for any represented positions are as follows:

- Effective the first pay period beginning July 21, 2025: Three percent (3%)
- Effective the beginning of the pay period including July 1, 2026: Three percent (3%)

All positions will be paid an hourly rate that complies with the minimum wage law.

Source: Resolution Nos. 96-86, 2019-050, 2025-039, 2025-077

COURT APPEARANCE COMPENSATION:
Part-time Police Officer and Reserve Police Officer – The City will pay part-time Police Officers and Reserve Police Officers the sum equivalent to Step E of the full-time Police Officer salary schedule, less deductions, for court time when the employee is subpoenaed.

Source: Resolution No. 82-05

DEFERRED COMPENSATION PLAN:
Employees may voluntarily contribute to the City's 457 deferred compensation program. Contributions will be made to a Roth IRA plan.

Source: Resolution No. 2015-054

DIRECT DEPOSIT:
All employees will be required to have funds directly deposited into an account they established for deposit of their payroll checks.

Source: Resolution No. 2019-050

HEALTH INSURANCE (AFFORDABLE CARE ACT):
Part-time employees who are assigned on a regular and consistent basis to work thirty (30) hours or more per week are eligible to enroll in the City's health insurance plan upon hire. For part-time employees, whose schedule is assigned to be less than thirty (30) hours per week, hours will be measured on an annual basis. If a part-time employee's hours average thirty (30) hours or more per week during the measurement period, this employee will be eligible to enroll in the City's health insurance plan during open enrollment each year.

The City will contribute a subsidy amount, which will be calculated based on the employee's hourly rate of pay. The subsidy is calculated at the time of enrollment, and annually thereafter.

The total monthly cost of the health insurance plan chosen by the employee, minus the City's subsidy amount will become the out-of-pocket cost that will be deducted from the employee's pay on a bi-weekly basis. Health insurance premiums will be paid by the employee one month in advance in compliance with insurer's billing.

Source: Resolution No. 2016-047

HIRING INCENTIVE:
For difficult to fill positions, new employees may be eligible to be receive an incentive of five hundred dollars ($500) upon hire, and an additional five hundred dollars ($500) upon their one-year anniversary with Outstanding Performance.

HOLIDAYS:
Part-time employees may receive a paid holiday benefit. Part-time employees must hold a "regular" part-time position and are assigned on a regular and consistent basis to work 20 hours or more per week (as compared to a seasonal or on-call part-time position).

The designation of "regular" part-time versus seasonal or on-call part-time status is determined at the sole discretion of the City. Verification of a part-time employee's eligibility will be conducted by each departments' Management Analyst prior to paying this holiday benefit to ensure compliance with the provision of this benefit.

The City has designated twelve (12) 5-hour holidays as follows:

New Year's Day	Martin Luther King
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day following Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Sunday, the following Monday will be the holiday.

Employees who work on a holiday will be paid the allowed holiday hours at the straight time hourly rate in addition to their regular worked hours.

Source: Resolution Nos. 97-62, 2001-76, 2005-008, 2023-060, 2023-075

LONGEVITY PAY:
Employees are eligible for longevity pay as a one-time lump sum payout as follows:

- 10 years of service - $250 paid in a lump sum at time of anniversary.
- 15 years of service - $500 paid in a lump sum at time of anniversary.
- 20 years of service - $750 paid in a lump sum at time of anniversary.
- 25 years of service - $1,000 paid in a lump sum at time of anniversary.
- 30 years of service - $1,250 paid in a lump sum at time of anniversary.
- 35 years of service - $1,500 paid in a lump sum at time of anniversary.
- 40 years of service - $1,750 paid in a lump sum at time of anniversary.
- 45 years of service - $2,000 paid in a lump sum at time of anniversary.

MILEAGE REIMBURSEMENT:
The City agrees to reimburse employees authorized by their Department Director for use of personal automobiles for City business. Employees must provide prior to any mileage reimbursement being paid, the required vehicle insurance verification.

Vehicle insurance coverage must be provided annually and kept on file with the Human Resources/Risk Management Department to remain eligible for mileage reimbursement. If an employee does not maintain current vehicle insurance coverage, the Human Resources/Risk Management Department will notify the Department Director and Finance Department that the mileage reimbursement for the employee may not be paid until current vehicle coverage has been provided.

The City uses the standard rate established by the Internal Revenue Service to calculate reimbursement for mileage.

Source: Administrative Policy-Business Related Expenses, Resolution No. 2025-039

MILITARY LEAVE:
Part-time employees receive compensation for military leave in compliance with applicable state and federal laws. A part-time employee shall be entitled to return to their City position at the conclusion of the Active Military Duty, as provided by law.

Source: Resolution No. 2001-66

OVERTIME:
Part-time employees who work more than forty (40) hours per work week will be automatically paid overtime at time and one-half for all hours worked over the 40 hour per week maximum.

The only exception to this requirement is "seasonal" employees. Seasonal employees may be requested by the City to work more than forty (40) hours per week and will be paid for the hours over 40 at their regular pay rate (not at time and one-half).

Source: Administrative Policy-Compensatory Time and
Overtime Paid for Part-time Employees

RECRUITMENT INCENTIVES:
<u>For recommendation resulting in Sworn Officer hire:</u>

- $2,000 at hire + $500 upon completion of probation for entry level.
- $4,000 at hire + $1,000 upon completion of probation for lateral.

<u>For recommendation resulting in hire of Public Safety Dispatcher or Public Safety Dispatch Supervisor:</u>

- $2,000 at hire + $500 at time of completion of probation.

NOTE: *Any Police Department personnel who are assigned to the Backgrounds and Training Unit or who are given any work responsibility related to the recruitment and hiring of employees are not eligible for this benefit unless the recommendation for hire is made independent of his/her duties as a Recruitment Team Member, i.e., outside of the work hours in which he/she is formally assigned to serve in the capacity of "Recruiter". In order to receive incentive pay, the Recruitment*

Team Member must prepare a written memorandum to the Chief of Police, detailing the circumstances under which contact was made with the individual recommended for hire. Upon the Chief's review and approval of this submission, in compliance with the guidelines established for the Hiring Incentive Program, the Recruiter may receive the same hiring incentive compensation afforded to non-Recruitment Team Members.

Source: Resolution Nos. 2006-021, 2007-056, 2013-046

RETIREMENT:

For Non-CalPERS Members

In 1990, Congress passed the Omnibus Budget and Reconciliation Act (OBRA), which required all local governments to establish a retirement plan for their part-time employees. The City has established a 457 Deferred Compensation Plan, which works as a savings account, to meet this requirement. Employees are required to contribute 7.5% of their pre-tax earnings to the City's 457 Deferred Compensation Plan.

For CalPERS Members

The City has a 3-tier retirement benefit as follows:

Plan for sworn personnel:

A. 3% at age 50, if hired before October 16, 2011, with the single highest year final compensation.
B. 3% at age 55, if hired on or after October 16, 2011, with a 3-year average final compensation.
C. 2.7% at age 57 (PEPRA), if entering PERS membership on or after January 1, 2013, with a 3-year average final compensation.

Plan for non-sworn personnel:

A. 2.7% at age 55 if hired before July 1, 2011, with the single highest year final compensation.
B. 2% at age 55, if hired on or after October 17, 2011, with a 3-year average final compensation.
C. 2% at age 62 (PEPRA), if entering PERS membership on or after January 1, 2013, with a 3-year average final compensation.

Sworn and non-sworn personnel:

Pre-Tax Contribution – All employee paid contributions to CalPERS will be made on a pre-tax basis, in accordance with IRC section 414 (h)(2) and PERS guidelines.

The City provides the Fourth Level 1959 Survivor Benefits.

Source: Resolution Nos. 91-69, 2006-021, 2011-30, 2015-054
California Public Employee Pension Reform Act of 2013 (PEPRA)

For Retired Annuitants:

There is no requirement for a retired annuitant to contribute to a 457 Deferred Compensation Plan nor to CalPERS.

RETIREMENT HEALTH SAVINGS (RHS) PLAN:
In compliance with IRS regulations, Retirement Health Savings Plan participation will be suspended for any formerly retired City employee who works in the capacity of a part-time employee.

Source: Affordable Care Act

SALARY:
Upon Transfer
Any part-time employee who transfers to another part-time job assignment, including a concurrent assignment, in a different job classification (where the salary range is less than the current assignment/position), will receive an hourly rate which reflects experience within the new classification at the discretion of the Department Director, or their designee.

Source: Resolution No. 2019-050

SALARY ADJUSTMENTS (Overpayments, Recovery, and Underpayments):
All adjustments to an employee's salary will be made at the start of the pay period in which the salary adjustment becomes effective.

A. Overpayments

1. In situations involving overpayment to an employee by the City, the employee shall be obliged to repay by payroll deduction the amount of the overpayment. The repayment shall occur within the same time frame the overpayment was received by the employee or sooner. For example, if the overpayment was made over the course of six (6) months, the employee shall be given six (6) months to repay the overpayment.
2. Written documentation showing the calculations of the overpayment will be provided to the employee. A meeting may be requested by the employee with the Human Resources/Risk Management and Finance Departments to review the documentation and to discuss the recovery schedule. The repayment schedule, biweekly repayment amount or alternative repayment method will be documented in writing.
3. Extensions to the period for repayment of the overage or an alternative prepayment method may be requested by the employee and are subject to the approval of the director of Human Resources/Risk Management or their designee. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 ½) times as long as the overpayment period.

B. Recovery

1. If the employee leaves employment prior to the repayment of the overage, the City shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the City may initiate a collections process against the employee.

C. Underpayments

1. In situation involving underpayment to an employee by the City, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation and necessary approval of the compensation change.

Source: Resolution Nos. 2016-047, 2025-039

SICK LEAVE:

All part-time employees (excluding Retired Annuitants)

All part-time employees are credited with forty (40) hours of Sick Leave at time of hire (which may be used after the 90th day of employment) and every July 1st thereafter. These sick leave hours are capped at eighty (80) hours. These hours will cease to be credited if the part-time employee qualifies for Regular Part-time Sick Leave.

Regular Part-time Sick Leave

To qualify for regular part-time sick leave benefits of five (5) hours per month, part-time employees must meet the following standards:

- Complete one (1) year of service with the City. During this period, the part-time employee must hold a "regular" part-time position (as compared to a seasonal or on-call part-time position). The designation of "regular" part-time versus seasonal or on-call part-time status is determined at the sole discretion of the City.
- Work twenty (20) hours or more per week on a regular and consistent basis (not including overtime).
- Maintain an overall performance review rating of "Meets Standards", or better, to be reevaluated upon the end of a special evaluation period.
- In the event that a part-time employee is approved to accrue regular part-time Sick Leave benefits on a monthly basis, and then at some future point, does not meet all of the standards as outlined in this section due to a change in work assignment or transfer, this benefit will cease with no right of appeal. In any case, annual recertification of an employee's continued eligibility to receive this benefit is required.

Unused Sick Leave will be accumulated and carried over from one year to the next. The maximum accrual of unused Sick Leave is 480 hours. Sick Leave may be used as time off only due to illness. This time may not be sold back to the City.

If a part-time employee is approved to accrue monthly regular part-time Sick Leave benefits, and then at some future point does not meet all the standards as outlined in this section, due to a change in work assignment or transfer, this benefit will cease with no right of appeal. In any case, annual recertification of an employee's continued eligibility to receive this benefit will be required. Upon qualification of Sick Leave benefit, the employee's sick leave bank will be reinstated.

Part-time Sick Leave upon changing from Full-time to Part-time

If a full-time employee changes status and becomes a part-time employee, their full-time Sick Leave bank will be cashed out at the appropriate amount based on years of service at the time they become part-time. Any remaining hours will be suspended. These hours are not eligible to be donated to other employees. Employees will be provided a part-time Sick Leave bank of 24 hours which may be used immediately. No further Sick Leave will be earned unless the employee meets the criteria for accruing at the regular part-time Sick Leave rate. If this employee subsequently returns to full-time employment with the City of Chino within one (1) year, the full-time Sick Leave bank will be reinstated. Otherwise, hours remaining in the full-time Sick Leave bank will be removed from the records without further consideration.

Upon notice of resignation or retirement from the City, all sick leave usage requested will require a doctor's note or certification. If documentation is not received, the employee will not receive payment for any sick leave hours.

Source: Resolution Nos. 2005-008, 2015-046, 2025-077

SPECIAL DETAIL PAY:

Part-time Police Officer and Reserve Police Officer – The City will pay part-time Police Officers and Reserve Police Officers the sum equivalent to Step E of the full-time Police Officer salary schedule, less deductions, for assigned contract paid details and all special details including vacation house check, youth ride along, special patrol and special investigations.

Source: Resolution No. 82-05

UNIFORM - CLOTHING/CLEANING ALLOWANCE:

Part-time Police Officer and Reserve Police Officer – The City shall provide an annual allowance of $192.50 which will be paid in August. Special compensation will be reported in accordance with applicable sections of the California Government Code, California Code of Regulations, and the City's contract with the California Public Employee's Retirement System.

Community Services Staff – The City shall provide uniforms as required.

Source: Resolution Nos. 82-05, 2007-049, 2016-047

Also see Work Boots and Work Shoes in this Summary of Benefits.

WORK BOOTS AND WORK SHOES:

Eligible employees (Building Inspector, Code Compliance Inspector I/II, Customer Service Representative I/II, Equipment Mechanic, Equipment Mechanic Aide, Equipment Mechanic Trainee, Facilities Worker, Maintenance Worker, Maintenance Worker Trainee, and Storekeeper Aide) will receive a one hundred and fifty dollar ($150) work boots/work shoes allowance in first paycheck upon hire and annually thereafter on the first paycheck in January. These funds will be used by the employee for the purchase of safety-related work boots or work shoes.

With supervisor approval, an employee may request compensation for an additional pair of boots/shoes each year. Their Supervisor will be required to inform the Finance Department/Payroll to process an additional payment of one hundred and fifty dollars ($150).

Source: Resolution No. 2016-047

WORKERS' COMPENSATION:

Whenever any employee of the City is disabled whether temporarily or permanently by injury or illness arising out of, and in the course of, his/her duties the employee will be compensated as follows: On the first, second, and third day of the injury, employees will use Accrued Leave, if any, for regular salary continuance.

Commencing the fourth day of the injury, the City will continue the employee's salary at a rate of 66-2/3% of the average regular salary, less any applicable deductions (i.e., credit union, health insurance coverage), for a period not to exceed twelve (12) months. If the disability extends for a period beyond fourteen (14) calendar days, the City will credit the employee for the first 3 days of

Accrued Leave used. If hospitalization is required, the first, second, and third days' salary are paid by the City through the Workers' Compensation program.

Sworn Employees receive 100% salary plus benefits continuation for a period of one year.

Source: Labor Code sections 3200-6002;
Resolution Nos. 85-54, 2016-047

SAVINGS CLAUSE:
Should any clause in this Summary of Benefits be held invalid by law and/or by a court of competent jurisdiction, then only that clause will be stricken and the remainder of the Summary of Benefits will remain in full force and effect.

MAINTENANCE OF EXISTING BENEFITS:
All wages, hours and other terms and conditions of employment not specifically altered herein and presently enjoyed by the employees will remain in full force and effect unless determined by law and/or a court of competent jurisdiction to be unlawful or amended by City Council.

IMPLEMENTATION:
These benefits are subject to consideration and approval by the City Manager of the City of Chino and will only be implemented upon adoption by the City Council.

RESOLUTION NO. 2025-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING RESOLUTION NOS. 2023-034 AND 2025-040 OF THE CITY'S CLASSIFICATION PLAN AND SALARY SCHEDULE PERTAINING TO SALARY FOR CITY EMPLOYEES

WHEREAS, the City Council of the City of Chino established compensation classifications represented by the Chino Police Officers Association ("CPOA"), Chino Police Managers Association ("CPMA"), Chino Police Professional Employees Association ("CPPEA"), Chino City Hall Confidential Employee Association ("CCHCEA"), Executive Management, Deputy Directors, Unrepresented Sworn Management, Unrepresented Management, and Part-Time Employees; and

WHEREAS, California Government Code Section 20636 and Title 2, Section 570.5, of the California Code of Regulations outline certain requirements as it pertains to employee compensation and related information that must be adopted by the City Council and made available for public viewing; and

WHEREAS, the City Council is also adopting amendments to the Memoranda of Understanding and amended Summaries of Benefits at this Council Meeting; and

WHEREAS, the attached salary schedules for CPOA, CPMA, and Unrepresented Sworn Management reflect a three percent (3%) Cost of Living Adjustment negotiated as part of the amendments to the Memoranda of Understanding and amended Summaries of Benefits effective retroactively to the beginning of the pay period including July 1, 2025; and

WHEREAS, the attached salary schedules for CPPEA, CCHCEA, Executive Management, Deputy Directors, Unrepresented Management, and Part-Time Employees reflect a three percent (3%) Cost of Living Adjustment negotiated as part of the amendments to the Memoranda of Understanding and amended Summaries of Benefits effective retroactively to the pay period including July 21, 2025; and

WHEREAS, the attached salary schedules for CPPEA, CCHCEA, Executive Management, Deputy Directors, Unrepresented Management, and Part-Time Employees reflect a three percent (3%) Cost of Living Adjustment negotiated as part of the amendments to the Memoranda of Understanding and amended Summaries of Benefits effective the beginning of the pay period including July 1, 2026.

NOW, THEREFORE, BE IT RESOLVED that the attached Classification Plans and Salary Schedules be adopted.

APPROVED AND ADOPTED THIS 4th day of November, 2025.

_____
EUNICE M. ULLOA, MAYOR

ATTEST:

_____
NATALIE GONZAGA
CITY CLERK

ATTACHMENTS:

1. Classification and Compensation Schedule – CPOA
2. Classification and Compensation Schedule – CPMA
3. Classification and Compensation Schedule – Unrepresented Sworn Management
4. Classification and Compensation Schedules – CPPEA
5. Classification and Compensation Schedules – CCHCEA
6. Classification and Compensation Schedules – Executive Management
7. Classification and Compensation Schedules – Deputy Directors
8. Classification and Compensation Schedules – Unrepresented Management
9. Classification and Compensation Schedules – Part-Time Employees

State of California)
County of San Bernardino) §
City of Chino)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 4th day of November 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

_____
NATALIE GONZAGA, CITY CLERK

City of Chino
CPOA Classification Plan and Salary Schedule
Effective 07/01/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Corporal	4200	Hourly	$ 51.70	$ 54.28	$ 57.00	$ 59.86	$ 62.85
		Monthly	$ 8,961.00	$ 9,408.00	$ 9,879.75	$ 10,376.25	$ 10,893.25
		Annually	$ 107,532.00	$ 112,896.00	$ 118,557.00	$ 124,515.00	$ 130,719.00
Police Officer	4220	Hourly	$ 48.08	$ 50.48	$ 53.01	$ 55.66	$ 58.43
		Monthly	$ 8,333.75	$ 8,749.83	$ 9,187.58	$ 9,648.00	$ 10,128.00
		Annually	$ 100,005.00	$ 104,998.00	$ 110,251.00	$ 115,776.00	$ 121,536.00

City of Chino
CPMA Classification Plan and Salary Schedule
Effective 07/01/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Lieutenant	4100	Hourly	$ 76.22	$ 83.84	$ 91.47
		Monthly	$ 13,210.75	$ 14,532.25	$ 15,854.75
		Annually	$ 158,529.00	$ 174,387.00	$ 190,257.00
Sergeant	4120	Hourly	$ 63.51	$ 69.85	$ 76.20
		Monthly	$ 11,007.58	$ 12,107.67	$ 13,207.67
		Annually	$ 132,091.00	$ 145,292.00	$ 158,492.00

City of Chino
Unrepresented Sworn Management Classification Plan and Salary Schedule
Effective 07/01/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Captain	4020	Hourly	$ 88.81	$ 97.69	$ 106.56
		Monthly	$ 15,393.33	$ 16,933.17	$ 18,471.00
		Annually	$ 184,720.00	$ 203,198.00	$ 221,652.00
Chief of Police	1400	Hourly	$ 103.61	$ 121.74	$ 139.88
		Monthly	$ 17,959.08	$ 21,101.58	$ 24,246.17
		Annually	$ 215,509.00	$ 253,219.00	$ 290,954.00
Deputy Chief of Police	4000	Hourly	$ 93.24	$ 102.57	$ 111.90
		Monthly	$ 16,161.75	$ 17,778.83	$ 19,395.92
		Annually	$ 193,941.00	$ 213,346.00	$ 232,751.00

City of Chino
CPPEA Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Administrative Assistant	30	Hourly	$ 31.31	$ 32.88	$ 34.52	$ 36.25	$ 38.06
		Monthly	$ 5,427.58	$ 5,698.92	$ 5,983.83	$ 6,283.08	$ 6,597.25
		Annually	$ 65,131.00	$ 68,387.00	$ 71,806.00	$ 75,397.00	$ 79,167.00
Crime Analyst	40	Hourly	$ 40.08	$ 42.09	$ 44.19	$ 46.40	$ 48.72
		Monthly	$ 6,947.67	$ 7,295.08	$ 7,659.83	$ 8,042.83	$ 8,445.00
		Annually	$ 83,372.00	$ 87,541.00	$ 91,918.00	$ 96,514.00	$ 101,340.00
Crime Prevention & Community Outreach Specialist	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.92	$ 6,137.08	$ 6,443.92	$ 6,766.17	$ 7,104.50
		Annually	$ 70,139.00	$ 73,645.00	$ 77,327.00	$ 81,194.00	$ 85,254.00
Management Assistant	42	Hourly	$ 42.11	$ 44.22	$ 46.43	$ 48.75	$ 51.19
		Monthly	$ 7,299.42	$ 7,664.42	$ 8,047.67	$ 8,450.00	$ 8,872.50
		Annually	$ 87,593.00	$ 91,973.00	$ 96,572.00	$ 101,400.00	$ 106,470.00
Police Records & Evidence Coordinator	29	Hourly	$ 30.55	$ 32.08	$ 33.68	$ 35.36	$ 37.13
		Monthly	$ 5,295.17	$ 5,559.92	$ 5,837.92	$ 6,129.75	$ 6,436.33
		Annually	$ 63,542.00	$ 66,719.00	$ 70,055.00	$ 73,557.00	$ 77,236.00
Police Records Technician	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.17	$ 4,914.17	$ 5,159.83	$ 5,417.92	$ 5,688.75
		Annually	$ 56,162.00	$ 58,970.00	$ 61,918.00	$ 65,015.00	$ 68,265.00
Police Service Officer I	25	Hourly	$ 27.68	$ 29.06	$ 30.51	$ 32.04	$ 33.64
		Monthly	$ 4,797.17	$ 5,037.08	$ 5,288.92	$ 5,553.33	$ 5,831.00
		Annually	$ 57,566.00	$ 60,445.00	$ 63,467.00	$ 66,640.00	$ 69,972.00
Police Service Officer II	31	Hourly	$ 32.10	$ 33.70	$ 35.39	$ 37.15	$ 39.01
		Monthly	$ 5,563.17	$ 5,841.42	$ 6,133.50	$ 6,440.17	$ 6,762.08
		Annually	$ 66,758.00	$ 70,097.00	$ 73,602.00	$ 77,282.00	$ 81,145.00
Police Training Coordinator	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.17	$ 4,914.17	$ 5,159.83	$ 5,417.92	$ 5,688.75
		Annually	$ 56,162.00	$ 58,970.00	$ 61,918.00	$ 65,015.00	$ 68,265.00
Property & Evidence Technician	25	Hourly	$ 27.68	$ 29.06	$ 30.51	$ 32.04	$ 33.64
		Monthly	$ 4,797.17	$ 5,037.08	$ 5,288.92	$ 5,553.33	$ 5,831.00
		Annually	$ 57,566.00	$ 60,445.00	$ 63,467.00	$ 66,640.00	$ 69,972.00
Public Safety Dispatcher I	29	Hourly	$ 30.55	$ 32.08	$ 33.68	$ 35.36	$ 37.13
		Monthly	$ 5,295.17	$ 5,559.92	$ 5,837.92	$ 6,129.75	$ 6,436.33
		Annually	$ 63,542.00	$ 66,719.00	$ 70,055.00	$ 73,557.00	$ 77,236.00
Public Safety Dispatcher II	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.92	$ 6,137.08	$ 6,443.92	$ 6,766.17	$ 7,104.50
		Annually	$ 70,139.00	$ 73,645.00	$ 77,327.00	$ 81,194.00	$ 85,254.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202

City of Chino
CPPEA Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Administrative Assistant	30	Hourly	$ 32.25	$ 33.86	$ 35.56	$ 37.34	$ 39.20
		Monthly	$ 5,590.42	$ 5,869.92	$ 6,163.33	$ 6,471.58	$ 6,795.17
		Annually	$ 67,085.00	$ 70,439.00	$ 73,960.00	$ 77,659.00	$ 81,542.00
Crime Analyst	40	Hourly	$ 41.29	$ 43.35	$ 45.52	$ 47.79	$ 50.18
		Monthly	$ 7,156.08	$ 7,513.92	$ 7,889.67	$ 8,284.08	$ 8,698.33
		Annually	$ 85,873.00	$ 90,167.00	$ 94,676.00	$ 99,409.00	$ 104,380.00
Crime Prevention & Community Outreach Specialist	33	Hourly	$ 34.73	$ 36.47	$ 38.29	$ 40.21	$ 42.22
		Monthly	$ 6,020.25	$ 6,321.17	$ 6,637.25	$ 6,969.17	$ 7,317.67
		Annually	$ 72,243.00	$ 75,854.00	$ 79,647.00	$ 83,630.00	$ 87,812.00
Management Assistant	42	Hourly	$ 43.38	$ 45.54	$ 47.82	$ 50.21	$ 52.72
		Monthly	$ 7,518.42	$ 7,894.33	$ 8,289.08	$ 8,703.50	$ 9,138.67
		Annually	$ 90,221.00	$ 94,732.00	$ 99,469.00	$ 104,442.00	$ 109,664.00
Police Records & Evidence Coordinator	29	Hourly	$ 31.47	$ 33.04	$ 34.69	$ 36.43	$ 38.25
		Monthly	$ 5,454.00	$ 5,726.75	$ 6,013.08	$ 6,313.67	$ 6,629.42
		Annually	$ 65,448.00	$ 68,721.00	$ 72,157.00	$ 75,764.00	$ 79,553.00
Police Records Technician	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.19	$ 33.80
		Monthly	$ 4,820.58	$ 5,061.58	$ 5,314.67	$ 5,580.42	$ 5,859.42
		Annually	$ 57,847.00	$ 60,739.00	$ 63,776.00	$ 66,965.00	$ 70,313.00
Police Service Officer I	25	Hourly	$ 28.51	$ 29.93	$ 31.43	$ 33.00	$ 34.65
		Monthly	$ 4,941.08	$ 5,188.17	$ 5,447.58	$ 5,719.92	$ 6,005.92
		Annually	$ 59,293.00	$ 62,258.00	$ 65,371.00	$ 68,639.00	$ 72,071.00
Police Service Officer II	31	Hourly	$ 33.06	$ 34.71	$ 36.45	$ 38.27	$ 40.18
		Monthly	$ 5,730.08	$ 6,016.67	$ 6,317.50	$ 6,633.33	$ 6,964.92
		Annually	$ 68,761.00	$ 72,200.00	$ 75,810.00	$ 79,600.00	$ 83,579.00
Police Training Coordinator	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.19	$ 33.80
		Monthly	$ 4,820.58	$ 5,061.58	$ 5,314.67	$ 5,580.42	$ 5,859.42
		Annually	$ 57,847.00	$ 60,739.00	$ 63,776.00	$ 66,965.00	$ 70,313.00
Property & Evidence Technician	25	Hourly	$ 28.51	$ 29.93	$ 31.43	$ 33.00	$ 34.65
		Monthly	$ 4,941.08	$ 5,188.17	$ 5,447.58	$ 5,719.92	$ 6,005.92
		Annually	$ 59,293.00	$ 62,258.00	$ 65,371.00	$ 68,639.00	$ 72,071.00
Public Safety Dispatcher I	29	Hourly	$ 31.47	$ 33.04	$ 34.69	$ 36.43	$ 38.25
		Monthly	$ 5,454.00	$ 5,726.75	$ 6,013.08	$ 6,313.67	$ 6,629.42
		Annually	$ 65,448.00	$ 68,721.00	$ 72,157.00	$ 75,764.00	$ 79,553.00
Public Safety Dispatcher II	33	Hourly	$ 34.73	$ 36.47	$ 38.29	$ 40.21	$ 42.22
		Monthly	$ 6,020.25	$ 6,321.17	$ 6,637.25	$ 6,969.17	$ 7,317.67
		Annually	$ 72,243.00	$ 75,854.00	$ 79,647.00	$ 83,630.00	$ 87,812.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202

City of Chino
Confidential Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Administrative Assistant	30	Hourly	$ 31.31	$ 32.88	$ 34.52	$ 36.25	$ 38.06
		Monthly	$ 5,427.58	$ 5,698.92	$ 5,983.83	$ 6,283.08	$ 6,597.25
		Annually	$ 65,131.00	$ 68,387.00	$ 71,806.00	$ 75,397.00	$ 79,167.00
City Clerk Records Technician	31	Hourly	$ 32.10	$ 33.70	$ 35.39	$ 37.15	$ 39.01
		Monthly	$ 5,563.17	$ 5,841.42	$ 6,133.50	$ 6,440.17	$ 6,762.08
		Annually	$ 66,758.00	$ 70,097.00	$ 73,602.00	$ 77,282.00	$ 81,145.00
Community Liaison	42	Hourly	$ 42.11	$ 44.22	$ 46.43	$ 48.75	$ 51.19
		Monthly	$ 7,299.42	$ 7,664.42	$ 8,047.67	$ 8,450.00	$ 8,872.50
		Annually	$ 87,593.00	$ 91,973.00	$ 96,572.00	$ 101,400.00	$ 106,470.00
Deputy City Clerk	45	Hourly	$ 45.35	$ 47.62	$ 50.00	$ 52.50	$ 55.12
		Monthly	$ 7,860.67	$ 8,253.75	$ 8,666.42	$ 9,099.67	$ 9,554.75
		Annually	$ 94,328.00	$ 99,045.00	$ 103,997.00	$ 109,196.00	$ 114,657.00
Executive Assistant	34	Hourly	$ 34.56	$ 36.29	$ 38.11	$ 40.01	$ 42.01
		Monthly	$ 5,991.00	$ 6,290.58	$ 6,605.08	$ 6,935.33	$ 7,282.08
		Annually	$ 71,892.00	$ 75,487.00	$ 79,261.00	$ 83,224.00	$ 87,385.00
Executive Assistant to the City Council	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.92	$ 6,137.08	$ 6,443.92	$ 6,766.17	$ 7,104.50
		Annually	$ 70,139.00	$ 73,645.00	$ 77,327.00	$ 81,194.00	$ 85,254.00
Human Resources Specialist I	32	Hourly	$ 32.90	$ 34.54	$ 36.27	$ 38.08	$ 39.99
		Monthly	$ 5,702.33	$ 5,987.42	$ 6,286.75	$ 6,601.08	$ 6,931.25
		Annually	$ 68,428.00	$ 71,849.00	$ 75,441.00	$ 79,213.00	$ 83,175.00
Human Resources Specialist II	36	Hourly	$ 36.31	$ 38.13	$ 40.04	$ 42.04	$ 44.14
		Monthly	$ 6,294.25	$ 6,609.00	$ 6,939.42	$ 7,286.42	$ 7,650.75
		Annually	$ 75,531.00	$ 79,308.00	$ 83,273.00	$ 87,437.00	$ 91,809.00
Information Technology Specialist I	31	Hourly	$ 32.10	$ 33.70	$ 35.39	$ 37.15	$ 39.01
		Monthly	$ 5,563.17	$ 5,841.42	$ 6,133.50	$ 6,440.17	$ 6,762.08
		Annually	$ 66,758.00	$ 70,097.00	$ 73,602.00	$ 77,282.00	$ 81,145.00
Information Technology Specialist II	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,140.75	$ 6,447.83	$ 6,770.17	$ 7,108.75	$ 7,464.17
		Annually	$ 73,689.00	$ 77,374.00	$ 81,242.00	$ 85,305.00	$ 89,570.00
Management Assistant	42	Hourly	$ 42.11	$ 44.22	$ 46.43	$ 48.75	$ 51.19
		Monthly	$ 7,299.42	$ 7,664.42	$ 8,047.67	$ 8,450.00	$ 8,872.50
		Annually	$ 87,593.00	$ 91,973.00	$ 96,572.00	$ 101,400.00	$ 106,470.00
Payroll Technician	34	Hourly	$ 34.56	$ 36.29	$ 38.11	$ 40.01	$ 42.01
		Monthly	$ 5,991.00	$ 6,290.58	$ 6,605.08	$ 6,935.33	$ 7,282.08
		Annually	$ 71,892.00	$ 75,487.00	$ 79,261.00	$ 83,224.00	$ 87,385.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Confidential Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Administrative Assistant	30	Hourly	$ 32.25	$ 33.86	$ 35.56	$ 37.34	$ 39.20
		Monthly	$ 5,590.42	$ 5,869.92	$ 6,163.33	$ 6,471.58	$ 6,795.17
		Annually	$ 67,085.00	$ 70,439.00	$ 73,960.00	$ 77,659.00	$ 81,542.00
City Clerk Records Technician	31	Hourly	$ 33.06	$ 34.71	$ 36.45	$ 38.27	$ 40.18
		Monthly	$ 5,730.08	$ 6,016.67	$ 6,317.50	$ 6,633.33	$ 6,964.92
		Annually	$ 68,761.00	$ 72,200.00	$ 75,810.00	$ 79,600.00	$ 83,579.00
Community Liaison	42	Hourly	$ 43.38	$ 45.54	$ 47.82	$ 50.21	$ 52.72
		Monthly	$ 7,518.42	$ 7,894.33	$ 8,289.08	$ 8,703.50	$ 9,138.67
		Annually	$ 90,221.00	$ 94,732.00	$ 99,469.00	$ 104,442.00	$ 109,664.00
Deputy City Clerk	45	Hourly	$ 46.71	$ 49.05	$ 51.50	$ 54.07	$ 56.78
		Monthly	$ 8,096.50	$ 8,501.33	$ 8,926.42	$ 9,372.67	$ 9,841.42
		Annually	$ 97,158.00	$ 102,016.00	$ 107,117.00	$ 112,472.00	$ 118,097.00
Executive Assistant	34	Hourly	$ 35.60	$ 37.38	$ 39.25	$ 41.21	$ 43.27
		Monthly	$ 6,170.75	$ 6,479.33	$ 6,803.25	$ 7,143.42	$ 7,500.58
		Annually	$ 74,049.00	$ 77,752.00	$ 81,639.00	$ 85,721.00	$ 90,007.00
Executive Assistant to the City Council	33	Hourly	$ 34.73	$ 36.47	$ 38.29	$ 40.21	$ 42.22
		Monthly	$ 6,020.25	$ 6,321.17	$ 6,637.25	$ 6,969.17	$ 7,317.67
		Annually	$ 72,243.00	$ 75,854.00	$ 79,647.00	$ 83,630.00	$ 87,812.00
Human Resources Specialist I	32	Hourly	$ 33.89	$ 35.58	$ 37.36	$ 39.23	$ 41.19
		Monthly	$ 5,873.42	$ 6,167.00	$ 6,475.33	$ 6,799.08	$ 7,139.17
		Annually	$ 70,481.00	$ 74,004.00	$ 77,704.00	$ 81,589.00	$ 85,670.00
Human Resources Specialist II	36	Hourly	$ 37.40	$ 39.27	$ 41.24	$ 43.30	$ 45.46
		Monthly	$ 6,483.08	$ 6,807.25	$ 7,147.58	$ 7,505.00	$ 7,880.25
		Annually	$ 77,797.00	$ 81,687.00	$ 85,771.00	$ 90,060.00	$ 94,563.00
Information Technology Specialist I	31	Hourly	$ 33.06	$ 34.71	$ 36.45	$ 38.27	$ 40.18
		Monthly	$ 5,730.08	$ 6,016.67	$ 6,317.50	$ 6,633.33	$ 6,964.92
		Annually	$ 68,761.00	$ 72,200.00	$ 75,810.00	$ 79,600.00	$ 83,579.00
Information Technology Specialist II	35	Hourly	$ 36.49	$ 38.31	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,325.00	$ 6,641.25	$ 6,973.25	$ 7,322.00	$ 7,688.08
		Annually	$ 75,900.00	$ 79,695.00	$ 83,679.00	$ 87,864.00	$ 92,257.00
Management Assistant	42	Hourly	$ 43.38	$ 45.54	$ 47.82	$ 50.21	$ 52.72
		Monthly	$ 7,518.42	$ 7,894.33	$ 8,289.08	$ 8,703.50	$ 9,138.67
		Annually	$ 90,221.00	$ 94,732.00	$ 99,469.00	$ 104,442.00	$ 109,664.00
Payroll Technician	34	Hourly	$ 35.60	$ 37.38	$ 39.25	$ 41.21	$ 43.27
		Monthly	$ 6,170.75	$ 6,479.33	$ 6,803.25	$ 7,143.42	$ 7,500.58
		Annually	$ 74,049.00	$ 77,752.00	$ 81,639.00	$ 85,721.00	$ 90,007.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Executive Management Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Assistant City Manager	E11	Hourly	$ 92.41	$ 108.58	$ 127.58
		Monthly	$ 16,017.25	$ 18,820.33	$ 22,113.83
		Annually	$ 192,207.00	$ 225,844.00	$ 265,366.00
City Manager	1000	Hourly	$ 172.41		
		Monthly	$ 29,883.75		
		Annually	$ 358,605.00		
City Treasurer	N/A	Monthly	$ 500.00		
Director of Community Services, Parks & Recreation	E8	Hourly	$ 85.81	$ 100.83	$ 118.47
		Monthly	$ 14,873.67	$ 17,476.50	$ 20,534.92
		Annually	$ 178,484.00	$ 209,718.00	$ 246,419.00
Director of Development Services	E8	Hourly	$ 85.81	$ 100.83	$ 118.47
		Monthly	$ 14,873.67	$ 17,476.50	$ 20,534.92
		Annually	$ 178,484.00	$ 209,718.00	$ 246,419.00
Director of Finance	E8	Hourly	$ 85.81	$ 100.83	$ 118.47
		Monthly	$ 14,873.67	$ 17,476.50	$ 20,534.92
		Annually	$ 178,484.00	$ 209,718.00	$ 246,419.00
Director of Human Resources/Risk Management	E8	Hourly	$ 85.81	$ 100.83	$ 118.47
		Monthly	$ 14,873.67	$ 17,476.50	$ 20,534.92
		Annually	$ 178,484.00	$ 209,718.00	$ 246,419.00
Director of Public Works	E8	Hourly	$ 85.81	$ 100.83	$ 118.47
		Monthly	$ 14,873.67	$ 17,476.50	$ 20,534.92
		Annually	$ 178,484.00	$ 209,718.00	$ 246,419.00

Established: Resolution No. 2025-040
Revised: Resolution No. 2025

City of Chino
Executive Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Assistant City Manager	E11	Hourly	$ 95.17	$ 111.83	$ 131.40
		Monthly	$ 16,497.75	$ 19,384.92	$ 22,777.25
		Annually	$ 197,973.00	$ 232,619.00	$ 273,327.00
City Manager	1000	Hourly	$ 177.58		
		Monthly	$ 30,780.25		
		Annually	$ 369,363.00		
City Treasurer	N/A	Monthly	$ 500.00		
Director of Community Services, Parks & Recreation	E8	Hourly	$ 88.38	$ 103.85	$ 122.03
		Monthly	$ 15,319.92	$ 18,000.83	$ 21,151.00
		Annually	$ 183,839.00	$ 216,010.00	$ 253,812.00
Director of Development Services	E8	Hourly	$ 88.38	$ 103.85	$ 122.03
		Monthly	$ 15,319.92	$ 18,000.83	$ 21,151.00
		Annually	$ 183,839.00	$ 216,010.00	$ 253,812.00
Director of Finance	E8	Hourly	$ 88.38	$ 103.85	$ 122.03
		Monthly	$ 15,319.92	$ 18,000.83	$ 21,151.00
		Annually	$ 183,839.00	$ 216,010.00	$ 253,812.00
Director of Human Resources/Risk Management	E8	Hourly	$ 88.38	$ 103.85	$ 122.03
		Monthly	$ 15,319.92	$ 18,000.83	$ 21,151.00
		Annually	$ 183,839.00	$ 216,010.00	$ 253,812.00
Director of Public Works	E8	Hourly	$ 88.38	$ 103.85	$ 122.03
		Monthly	$ 15,319.92	$ 18,000.83	$ 21,151.00
		Annually	$ 183,839.00	$ 216,010.00	$ 253,812.00

Established: Resolution No. 2025-040
Revised: Resolution No. 2025

City of Chino

Deputy Directors Classification Plan and Salary Schedule

Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Deputy City Manager	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Finance	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Community Services, Parks & Recreation	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Development Services	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Human Resources/Risk Management	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Public Works/City Engineer	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Deputy Director of Public Works/Services	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00

Established: Resolution No. 2025-040

Revised: Resolution No. 2025-

City of Chino

Deputy Directors Classification Plan and Salary Schedule

Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Step D
Deputy City Manager	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Finance	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Community Services, Parks & Recreation	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Development Services	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Human Resources/Risk Management	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Public Works/City Engineer	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Deputy Director of Public Works/Services	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00

Established: Resolution No. 2025-040

Revised: Resolution No. 2025-

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Administrative Services Manager	M19	Hourly	$ 44.22	$ 50.85	$ 58.48
		Monthly	$ 7,664.67	$ 8,814.42	$ 10,136.50
		Annually	$ 91,976.00	$ 105,773.00	$ 121,638.00
Assistant Budget Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Assistant City Engineer	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Assistant Civil Engineer	M20	Hourly	$ 45.32	$ 52.12	$ 59.94
		Monthly	$ 7,856.25	$ 9,034.75	$ 10,389.92
		Annually	$ 94,275.00	$ 108,417.00	$ 124,679.00
Assistant Engineer	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Assistant Parks & Facilities Manager	M28	Hourly	$ 55.22	$ 63.51	$ 73.03
		Monthly	$ 9,572.17	$ 11,007.92	$ 12,659.17
		Annually	$ 114,866.00	$ 132,095.00	$ 151,910.00
Assistant Public Works Services Manager	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Assistant to the City Manager	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Associate Civil Engineer	M26	Hourly	$ 52.56	$ 60.45	$ 69.51
		Monthly	$ 9,110.83	$ 10,477.50	$ 12,049.08
		Annually	$ 109,330.00	$ 125,730.00	$ 144,589.00
Associate Engineer	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Associate Planner	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Budget Manager	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Building and Code Compliance Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00

Established: Resolution No. 2025-040
Revised: Resolution No. 2025

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Building Official	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
City Clerk	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
City Planner	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
City Traffic Engineer	M39	Hourly	$ 72.46	$ 83.33	$ 95.83
		Monthly	$ 12,559.50	$ 14,443.33	$ 16,609.83
		Annually	$ 150,714.00	$ 173,320.00	$ 199,318.00
Civil Engineering Manager	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
Clinical Program Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Communications Manager	M30	Hourly	$ 58.02	$ 66.72	$ 76.73
		Monthly	$ 10,056.67	$ 11,565.17	$ 13,300.00
		Annually	$ 120,680.00	$ 138,782.00	$ 159,600.00
Community Services, Parks & Recreation Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Construction Project Coordinator	M16	Hourly	$ 41.06	$ 47.22	$ 54.30
		Monthly	$ 7,117.42	$ 8,185.00	$ 9,412.75
		Annually	$ 85,409.00	$ 98,220.00	$ 112,953.00
Contracts & DIF Administrator	M24	Hourly	$ 50.03	$ 57.53	$ 66.16
		Monthly	$ 8,671.83	$ 9,972.67	$ 11,468.50
		Annually	$ 104,062.00	$ 119,672.00	$ 137,622.00
Council Liaison	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Community Services, Parks & Recreation Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Economic Development Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Economic Development Manager	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Emergency Services Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Engineering Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Environmental Compliance Coordinator	M18	Hourly	$ 43.14	$ 49.61	$ 57.05
		Monthly	$ 7,477.75	$ 8,599.42	$ 9,889.25
		Annually	$ 89,733.00	$ 103,193.00	$ 118,671.00
Environmental Compliance Supervisor	M12	Hourly	$ 4.80	$ 55.29	$ 63.58
		Monthly	$ 832.67	$ 9,583.08	$ 11,020.00
		Annually	$ 9,992.00	$ 114,997.00	$ 132,240.00
Environmental Services Administrator	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Equipment Mechanic Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Facility Coordinator	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Fiscal Services Manager	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Grounds Supervisor	M13	Hourly	$ 38.13	$ 43.85	$ 50.43
		Monthly	$ 6,609.25	$ 7,600.67	$ 8,740.67
		Annually	$ 79,311.00	$ 91,208.00	$ 104,888.00
Housing Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Human Resources/Risk Management Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Information Technology Analyst	M16	Hourly	$ 41.06	$ 47.22	$ 54.30
		Monthly	$ 7,117.42	$ 8,185.00	$ 9,412.75
		Annually	$ 85,409.00	$ 98,220.00	$ 112,953.00
Information Technology Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.68
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,678.17
		Annually	$ 133,209.00	$ 153,190.00	$ 176,138.00
Information Technology Supervisor	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Management Analyst	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Multimedia Officer	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Parks & Facilities Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Payroll Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Permit & Inspection Supervisor	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Permit Center Coordinator	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00
Police Records & Evidence Supervisor	M8	Hourly	$ 33.70	$ 38.76	$ 44.57
		Monthly	$ 5,841.58	$ 6,717.83	$ 7,725.50
		Annually	$ 70,099.00	$ 80,614.00	$ 92,706.00
Police Technical Services Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Principal Engineer	M29	Hourly	$ 56.60	$ 65.10	$ 74.86
		Monthly	$ 9,811.42	$ 11,283.17	$ 12,975.58
		Annually	$ 117,737.00	$ 135,398.00	$ 155,707.00
Principal Planner	M28	Hourly	$ 55.22	$ 63.51	$ 73.03
		Monthly	$ 9,572.17	$ 11,007.92	$ 12,659.17
		Annually	$ 114,866.00	$ 132,095.00	$ 151,910.00

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Projects Manager	M23	Hourly	$ 48.81	$ 56.13	$ 64.55
		Monthly	$ 8,460.33	$ 9,729.42	$ 11,188.83
		Annually	$ 101,524.00	$ 116,753.00	$ 134,266.00
Public Information Officer	M25	Hourly	$ 51.28	$ 58.97	$ 67.82
		Monthly	$ 8,888.67	$ 10,222.00	$ 11,755.25
		Annually	$ 106,664.00	$ 122,664.00	$ 141,063.00
Public Safety Dispatch Supervisor	M14	Hourly	$ 39.08	$ 44.95	$ 51.69
		Monthly	$ 6,774.50	$ 7,790.58	$ 8,959.17
		Annually	$ 81,294.00	$ 93,487.00	$ 107,510.00
Public Works Project Manager	M26	Hourly	$ 52.56	$ 60.45	$ 69.51
		Monthly	$ 9,110.83	$ 10,477.50	$ 12,049.08
		Annually	$ 109,330.00	$ 125,730.00	$ 144,589.00
Public Works Services Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Public Works Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Purchasing Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Revenue Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Risk Manager	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Engineer	M27	Hourly	$ 53.88	$ 61.96	$ 71.25
		Monthly	$ 9,338.67	$ 10,739.50	$ 12,350.42
		Annually	$ 112,064.00	$ 128,874.00	$ 148,205.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Information Technology Analyst	M20	Hourly	$ 45.32	$ 52.12	$ 59.94
		Monthly	$ 7,856.25	$ 9,034.75	$ 10,389.92
		Annually	$ 94,275.00	$ 108,417.00	$ 124,679.00
Senior Management Analyst	M21	Hourly	$ 46.46	$ 53.43	$ 61.44
		Monthly	$ 8,052.75	$ 9,260.58	$ 10,649.67
		Annually	$ 96,633.00	$ 111,127.00	$ 127,796.00
Senior Planner	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/21/2025 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Sewer & Storm Drain Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Strategic Initiatives Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Streets Supervisor	M15	Hourly	$ 40.06	$ 46.07	$ 52.98
		Monthly	$ 6,943.83	$ 7,985.42	$ 9,183.25
		Annually	$ 83,326.00	$ 95,825.00	$ 110,199.00
Supervising Building Inspector	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Supervising Code Compliance Inspector	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Supervising Plans Examiner	M22	Hourly	$ 47.62	$ 54.76	$ 62.98
		Monthly	$ 8,254.00	$ 9,492.17	$ 10,915.92
		Annually	$ 99,048.00	$ 113,906.00	$ 130,991.00
Transportation Manager	M34	Hourly	$ 64.04	$ 73.65	$ 84.70
		Monthly	$ 11,100.75	$ 12,765.83	$ 14,680.67
		Annually	$ 133,209.00	$ 153,190.00	$ 176,168.00
Utilities Engineering & Operations Manager	M32	Hourly	$ 60.96	$ 70.10	$ 80.62
		Monthly	$ 10,565.83	$ 12,150.75	$ 13,973.33
		Annually	$ 126,790.00	$ 145,809.00	$ 167,680.00
Water Utilities Superintendent	M27	Hourly	$ 53.88	$ 61.96	$ 71.25
		Monthly	$ 9,338.67	$ 10,739.50	$ 12,350.42
		Annually	$ 112,064.00	$ 128,874.00	$ 148,205.00
Water Utilities Supervisor	M17	Hourly	$ 42.09	$ 48.40	$ 55.66
		Monthly	$ 7,295.33	$ 8,389.58	$ 9,648.08
		Annually	$ 87,544.00	$ 100,675.00	$ 115,777.00

Established: Resolution No. 2025-040

Revised: Resolution No. 2025

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Accessibility Coordinator	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Administrative Services Manager	M19	Hourly	$ 45.55	$ 52.38	$ 60.23
		Monthly	$ 7,894.58	$ 9,078.83	$ 10,440.58
		Annually	$ 94,735.00	$ 108,946.00	$ 125,287.00
Assistant Budget Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Assistant City Engineer	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Assistant Civil Engineer	M20	Hourly	$ 46.68	$ 53.69	$ 61.74
		Monthly	$ 8,091.92	$ 9,305.83	$ 10,701.58
		Annually	$ 97,103.00	$ 111,670.00	$ 128,419.00
Assistant Engineer	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Assistant Parks & Facilities Manager	M28	Hourly	$ 56.88	$ 65.41	$ 75.22
		Monthly	$ 9,859.33	$ 11,338.17	$ 13,038.92
		Annually	$ 118,312.00	$ 136,058.00	$ 156,467.00
Assistant Public Works Services Manager	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Assistant to the City Manager	M24	Hourly	$ 51.53	$ 59.26	$ 68.15
		Monthly	$ 8,932.00	$ 10,271.83	$ 11,812.58
		Annually	$ 107,184.00	$ 123,262.00	$ 141,751.00
Associate Civil Engineer	M26	Hourly	$ 54.14	$ 62.26	$ 71.60
		Monthly	$ 9,384.17	$ 10,791.83	$ 12,410.58
		Annually	$ 112,610.00	$ 129,502.00	$ 148,927.00
Associate Engineer	M24	Hourly	$ 51.53	$ 59.26	$ 68.15
		Monthly	$ 8,932.00	$ 10,271.83	$ 11,812.58
		Annually	$ 107,184.00	$ 123,262.00	$ 141,751.00
Associate Planner	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Budget Manager	M25	Hourly	$ 52.82	$ 60.74	$ 69.85
		Monthly	$ 9,155.33	$ 10,528.67	$ 12,107.92
		Annually	$ 109,864.00	$ 126,344.00	$ 145,295.00
Building and Code Compliance Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00

Established: Resolution No. 2025-040
Revised: Resolution No. 2025

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Building Official	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Capital Improvement Projects (CIP) Engineering Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
City Clerk	M30	Hourly	$ 59.76	$ 68.72	$ 79.03
		Monthly	$ 10,358.33	$ 11,912.08	$ 13,699.00
		Annually	$ 124,300.00	$ 142,945.00	$ 164,388.00
City Planner	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
City Traffic Engineer	M39	Hourly	$ 74.63	$ 85.83	$ 98.70
		Monthly	$ 12,936.25	$ 14,876.67	$ 17,108.17
		Annually	$ 155,235.00	$ 178,520.00	$ 205,298.00
Civil Engineering Manager	M30	Hourly	$ 59.76	$ 68.72	$ 79.03
		Monthly	$ 10,358.33	$ 11,912.08	$ 13,699.00
		Annually	$ 124,300.00	$ 142,945.00	$ 164,388.00
Clinical Program Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Communications Manager	M30	Hourly	$ 59.76	$ 68.72	$ 79.03
		Monthly	$ 10,358.33	$ 11,912.08	$ 13,699.00
		Annually	$ 124,300.00	$ 142,945.00	$ 164,388.00
Community Services, Parks & Recreation Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Construction Project Coordinator	M16	Hourly	$ 42.29	$ 48.64	$ 55.93
		Monthly	$ 7,330.92	$ 8,430.58	$ 9,695.17
		Annually	$ 87,971.00	$ 101,167.00	$ 116,342.00
Contracts & DIF Administrator	M24	Hourly	$ 51.53	$ 59.26	$ 68.15
		Monthly	$ 8,932.00	$ 10,271.83	$ 11,812.58
		Annually	$ 107,184.00	$ 123,262.00	$ 141,751.00
Council Liaison	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Crime Prevention & Community Outreach Supervisor	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00

City of Chino

Unrepresented Management Classification Plan and Salary Schedule

Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Community Services, Parks & Recreation Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Community Services, Parks & Recreation Supervisor	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Economic Development Analyst	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Economic Development Manager	M25	Hourly	$ 52.82	$ 60.74	$ 69.85
		Monthly	$ 9,155.33	$ 10,528.67	$ 12,107.92
		Annually	$ 109,864.00	$ 126,344.00	$ 145,295.00
Emergency Services Coordinator	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Engineering Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Environmental Compliance Coordinator	M18	Hourly	$ 44.44	$ 51.10	$ 58.76
		Monthly	$ 7,702.08	$ 8,857.42	$ 10,185.92
		Annually	$ 92,425.00	$ 106,289.00	$ 122,231.00
Environmental Compliance Supervisor	M12	Hourly	$ 49.52	$ 56.95	$ 65.48
		Monthly	$ 8,582.67	$ 9,870.58	$ 11,350.58
		Annually	$ 102,992.00	$ 118,447.00	$ 136,207.00
Environmental Services Administrator	M23	Hourly	$ 50.27	$ 57.82	$ 66.49
		Monthly	$ 8,714.17	$ 10,021.33	$ 11,524.50
		Annually	$ 104,570.00	$ 120,256.00	$ 138,294.00
Equipment Mechanic Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Facility Coordinator	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Fiscal Services Manager	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Grounds Supervisor	M13	Hourly	$ 39.27	$ 45.17	$ 51.94
		Monthly	$ 6,807.50	$ 7,828.67	$ 9,002.92
		Annually	$ 81,690.00	$ 93,944.00	$ 108,035.00
Housing Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Human Resources/Risk Management Analyst	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Information Technology Analyst	M16	Hourly	$ 42.29	$ 48.64	$ 55.93
		Monthly	$ 7,330.92	$ 8,430.58	$ 9,695.17
		Annually	$ 87,971.00	$ 101,167.00	$ 116,342.00
Information Technology Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Information Technology Supervisor	M23	Hourly	$ 50.27	$ 57.82	$ 66.49
		Monthly	$ 8,714.17	$ 10,021.33	$ 11,524.50
		Annually	$ 104,570.00	$ 120,256.00	$ 138,294.00
Management Analyst	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Multimedia Officer	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Parks & Facilities Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Payroll Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Permit & Inspection Supervisor	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Permit Center Coordinator	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00
Police Records & Evidence Supervisor	M8	Hourly	$ 34.71	$ 39.92	$ 45.91
		Monthly	$ 6,016.83	$ 6,919.33	$ 7,957.25
		Annually	$ 72,202.00	$ 83,032.00	$ 95,487.00
Police Technical Services Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Principal Engineer	M29	Hourly	$ 58.30	$ 67.05	$ 77.10
		Monthly	$ 10,105.75	$ 11,621.67	$ 13,364.83
		Annually	$ 121,269.00	$ 139,460.00	$ 160,378.00
Principal Planner	M28	Hourly	$ 56.88	$ 65.41	$ 75.22
		Monthly	$ 9,859.33	$ 11,338.17	$ 13,038.92
		Annually	$ 118,312.00	$ 136,058.00	$ 156,467.00

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Projects Manager	M23	Hourly	$ 50.27	$ 57.82	$ 66.49
		Monthly	$ 8,714.17	$ 10,021.33	$ 11,524.50
		Annually	$ 104,570.00	$ 120,256.00	$ 138,294.00
Public Information Officer	M25	Hourly	$ 52.82	$ 60.74	$ 69.85
		Monthly	$ 9,155.33	$ 10,528.67	$ 12,107.92
		Annually	$ 109,864.00	$ 126,344.00	$ 145,295.00
Public Safety Dispatch Supervisor	M14	Hourly	$ 40.26	$ 46.29	$ 53.24
		Monthly	$ 6,977.75	$ 8,024.33	$ 9,227.92
		Annually	$ 83,733.00	$ 96,292.00	$ 110,735.00
Public Works Project Manager	M26	Hourly	$ 54.14	$ 62.26	$ 71.60
		Monthly	$ 9,384.17	$ 10,791.83	$ 12,410.58
		Annually	$ 112,610.00	$ 129,502.00	$ 148,927.00
Public Works Services Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Public Works Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Purchasing Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Revenue Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Risk Manager	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Senior Engineer	M27	Hourly	$ 55.49	$ 63.82	$ 73.39
		Monthly	$ 9,618.83	$ 11,061.67	$ 12,720.92
		Annually	$ 115,426.00	$ 132,740.00	$ 152,651.00
Senior Human Resources/Risk Management Analyst	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Senior Information Technology Analyst	M20	Hourly	$ 46.68	$ 53.69	$ 61.74
		Monthly	$ 8,091.92	$ 9,305.83	$ 10,701.58
		Annually	$ 97,103.00	$ 111,670.00	$ 128,419.00
Senior Management Analyst	M21	Hourly	$ 47.85	$ 55.03	$ 63.28
		Monthly	$ 8,294.33	$ 9,538.42	$ 10,969.17
		Annually	$ 99,532.00	$ 114,461.00	$ 131,630.00
Senior Planner	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00

Established: Resolution No. 2025-040
Revised: Resolution No. 2025

City of Chino
Unrepresented Management Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Base	Midpoint	Maximum
Sewer & Storm Drain Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Strategic Initiatives Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Streets Supervisor	M15	Hourly	$ 41.26	$ 47.45	$ 54.57
		Monthly	$ 7,152.17	$ 8,225.00	$ 9,458.75
		Annually	$ 85,826.00	$ 98,700.00	$ 113,505.00
Supervising Building Inspector	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Supervising Code Compliance Inspector	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Supervising Plans Examiner	M22	Hourly	$ 49.05	$ 56.41	$ 64.87
		Monthly	$ 8,501.58	$ 9,776.92	$ 11,243.42
		Annually	$ 102,019.00	$ 117,323.00	$ 134,921.00
Transportation Manager	M34	Hourly	$ 65.96	$ 75.86	$ 87.24
		Monthly	$ 11,433.75	$ 13,148.83	$ 15,121.08
		Annually	$ 137,205.00	$ 157,786.00	$ 181,453.00
Utilities Engineering & Operations Manager	M32	Hourly	$ 62.79	$ 72.20	$ 83.03
		Monthly	$ 10,882.83	$ 12,515.25	$ 14,392.50
		Annually	$ 130,594.00	$ 150,183.00	$ 172,710.00
Water Utilities Superintendent	M27	Hourly	$ 55.49	$ 63.82	$ 73.39
		Monthly	$ 9,618.83	$ 11,061.67	$ 12,720.92
		Annually	$ 115,426.00	$ 132,740.00	$ 152,651.00
Water Utilities Supervisor	M17	Hourly	$ 43.35	$ 49.85	$ 57.33
		Monthly	$ 7,514.17	$ 8,641.25	$ 9,937.50
		Annually	$ 90,170.00	$ 103,695.00	$ 119,250.00

Established: Resolution No. 2025-040
Revised: Resolution No. 2025

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Accounting Technician	30	Hourly	$ 31.31	$ 32.88	$ 34.52	$ 36.25	$ 38.06
		Monthly	$ 5,427.07	$ 5,699.20	$ 5,983.47	$ 6,283.33	$ 6,597.07
		Annually	$ 65,124.80	$ 68,390.40	$ 71,801.60	$ 75,400.00	$ 79,164.80
Administrative Assistant	30	Hourly	$ 31.31	$ 32.88	$ 34.52	$ 36.25	$ 38.06
		Monthly	$ 5,427.07	$ 5,699.20	$ 5,983.47	$ 6,283.33	$ 6,597.07
		Annually	$ 65,124.80	$ 68,390.40	$ 71,801.60	$ 75,400.00	$ 79,164.80
Background Investigator	38	Hourly	$ 38.15	$ 40.06	$ 42.06	$ 44.17	$ 46.37
		Monthly	$ 6,612.67	$ 6,943.73	$ 7,290.40	$ 7,656.13	$ 8,037.47
		Annually	$ 79,352.00	$ 83,324.80	$ 87,484.80	$ 91,873.60	$ 96,449.60
Broadcast Associate	21	Hourly	$ 25.07	$ 26.33	$ 27.64	$ 29.03	$ 30.48
		Monthly	$ 4,345.47	$ 4,563.87	$ 4,790.93	$ 5,031.87	$ 5,283.20
		Annually	$ 52,145.60	$ 54,766.40	$ 57,491.20	$ 60,382.40	$ 63,398.40
Building Inspector	39	Hourly	$ 39.11	$ 41.06	$ 43.11	$ 45.27	$ 47.53
		Monthly	$ 6,779.07	$ 7,117.07	$ 7,472.40	$ 7,846.80	$ 8,238.53
		Annually	$ 81,348.80	$ 85,404.80	$ 89,668.80	$ 94,161.60	$ 98,862.40
Case Manager I	29	Hourly	$ 30.55	$ 32.08	$ 33.68	$ 35.36	$ 37.13
		Monthly	$ 5,295.33	$ 5,560.53	$ 5,837.87	$ 6,129.07	$ 6,435.87
		Annually	$ 63,544.00	$ 66,726.40	$ 70,054.40	$ 73,548.80	$ 77,230.40
Case Manager II	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.80	$ 6,137.73	$ 6,444.53	$ 6,766.93	$ 7,104.93
		Annually	$ 70,137.60	$ 73,652.80	$ 77,334.40	$ 81,203.20	$ 85,259.20
Clerical Aide	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Code Compliance Inspector I	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,141.20	$ 6,448.00	$ 6,770.40	$ 7,108.40	$ 7,463.73
		Annually	$ 73,694.40	$ 77,376.00	$ 81,244.80	$ 85,300.80	$ 89,564.80
Code Compliance Inspector II	39	Hourly	$ 39.11	$ 41.06	$ 43.11	$ 45.27	$ 47.53
		Monthly	$ 6,779.07	$ 7,117.07	$ 7,472.40	$ 7,846.80	$ 8,238.53
		Annually	$ 81,348.80	$ 85,404.80	$ 89,668.80	$ 94,161.60	$ 98,862.40
Counselor I	28	Hourly	$ 29.80	$ 31.29	$ 32.86	$ 34.50	$ 36.23
		Monthly	$ 5,162.33	$ 5,423.60	$ 5,695.73	$ 5,980.00	$ 6,279.87
		Annually	$ 61,948.00	$ 65,083.20	$ 68,348.80	$ 71,760.00	$ 75,358.40
Counselor II	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,141.20	$ 6,448.00	$ 6,770.40	$ 7,108.40	$ 7,463.73
		Annually	$ 73,694.40	$ 77,376.00	$ 81,244.80	$ 85,300.80	$ 89,564.80
Counselor III	55	Hourly	$ 58.05	$ 60.95	$ 64.00	$ 67.20	$ 70.56
		Monthly	$ 10,062.00	$ 10,564.67	$ 11,093.33	$ 11,648.00	$ 12,230.42
		Annually	$ 120,744.00	$ 126,776.00	$ 133,120.00	$ 139,776.00	$ 146,765.00
Crime Analyst	40	Hourly	$ 40.08	$ 42.09	$ 44.19	$ 46.40	$ 48.72
		Monthly	$ 6,947.20	$ 7,295.60	$ 7,659.60	$ 8,042.67	$ 8,444.83
		Annually	$ 83,366.40	$ 87,547.20	$ 91,915.20	$ 96,512.00	$ 101,338.00
Crime Prevention & Community Outreach Specialist	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.80	$ 6,137.73	$ 6,444.53	$ 6,766.93	$ 7,104.93
		Annually	$ 70,137.60	$ 73,652.80	$ 77,334.40	$ 81,203.20	$ 85,259.20
Community Services, Parks & Recreation Boxing Trainer	28	Hourly	$ 29.80	$ 31.29	$ 32.86	$ 34.50	$ 36.23
		Monthly	$ 5,162.33	$ 5,423.60	$ 5,695.73	$ 5,980.00	$ 6,279.87
		Annually	$ 61,948.00	$ 65,083.20	$ 68,348.80	$ 71,760.00	$ 75,358.40

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Community Services, Parks & Recreation Coordinator	37	Hourly	$ 37.22	$ 39.08	$ 41.04	$ 43.09	$ 45.24
		Monthly	$ 6,451.47	$ 6,773.87	$ 7,113.60	$ 7,468.93	$ 7,841.60
		Annually	$ 77,417.60	$ 81,286.40	$ 85,363.20	$ 89,627.20	$ 94,099.20
Community Services, Parks & Recreation Leader	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Community Services, Parks & Recreation Shuttle Driver	28	Hourly	$ 29.80	$ 31.29	$ 32.86	$ 34.50	$ 36.23
		Monthly	$ 5,162.33	$ 5,423.60	$ 5,695.73	$ 5,980.00	$ 6,279.87
		Annually	$ 61,948.00	$ 65,083.20	$ 68,348.80	$ 71,760.00	$ 75,358.40
Community Services, Parks & Recreation Specialist	26	Hourly	$ 28.37	$ 29.79	$ 31.28	$ 32.84	$ 34.48
		Monthly	$ 4,917.47	$ 5,163.60	$ 5,421.87	$ 5,692.27	$ 5,976.53
		Annually	$ 59,009.60	$ 61,963.20	$ 65,062.40	$ 68,307.20	$ 71,718.40
Customer Service Representative I	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Customer Service Representative II	22	Hourly	$ 25.70	$ 26.99	$ 28.33	$ 29.75	$ 31.24
		Monthly	$ 4,454.67	$ 4,678.27	$ 4,910.53	$ 5,156.67	$ 5,414.93
		Annually	$ 53,456.00	$ 56,139.20	$ 58,926.40	$ 61,880.00	$ 64,979.20
Engineering Technician	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,141.20	$ 6,448.00	$ 6,770.40	$ 7,108.40	$ 7,463.73
		Annually	$ 73,694.40	$ 77,376.00	$ 81,244.80	$ 85,300.80	$ 89,564.80
Environmental Compliance Technician	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,141.20	$ 6,448.00	$ 6,770.40	$ 7,108.40	$ 7,463.73
		Annually	$ 73,694.40	$ 77,376.00	$ 81,244.80	$ 85,300.80	$ 89,564.80
Equipment Mechanic	30	Hourly	$ 31.31	$ 32.88	$ 34.52	$ 36.25	$ 38.06
		Monthly	$ 5,427.07	$ 5,699.20	$ 5,983.47	$ 6,283.33	$ 6,597.07
		Annually	$ 65,124.80	$ 68,390.40	$ 71,801.60	$ 75,400.00	$ 79,164.80
Equipment Mechanic Aide	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Equipment Mechanic Trainee	26	Hourly	$ 28.37	$ 29.79	$ 31.28	$ 32.84	$ 34.48
		Monthly	$ 4,917.47	$ 5,163.60	$ 5,421.87	$ 5,692.27	$ 5,976.53
		Annually	$ 59,009.60	$ 61,963.20	$ 65,062.40	$ 68,307.20	$ 71,718.40
Facilities Worker	19	Hourly	$ 23.86	$ 25.06	$ 26.31	$ 27.63	$ 29.01
		Monthly	$ 4,135.73	$ 4,343.73	$ 4,560.40	$ 4,789.20	$ 5,028.40
		Annually	$ 49,628.80	$ 52,124.80	$ 54,724.80	$ 57,470.40	$ 60,340.80
Grounds Maintenance Worker	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.00	$ 4,914.00	$ 5,160.13	$ 5,418.40	$ 5,688.80
		Annually	$ 56,160.00	$ 58,968.00	$ 61,921.60	$ 65,020.80	$ 68,265.60
Group Facilitator	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,141.20	$ 6,448.00	$ 6,770.40	$ 7,108.40	$ 7,463.73
		Annually	$ 73,694.40	$ 77,376.00	$ 81,244.80	$ 85,300.80	$ 89,564.80
Helicopter Pilot	71	Hourly	$ 50.84	$ 53.38	$ 56.05	$ 58.85	$ 61.80
		Monthly	$ 8,812.27	$ 9,252.53	$ 9,715.33	$ 10,200.67	$ 10,712.00
		Annually	$ 105,747.20	$ 111,030.40	$ 116,584.00	$ 122,408.00	$ 128,544.00
Human Resources/Risk Management Analyst	M17	Hourly	$ 42.08		$ 48.40		$ 55.66
		Monthly	$ 7,295.33		$ 8,389.58		$ 9,648.08
		Annually	$ 87,544.00		$ 100,675.00		$ 115,777.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Human Resources Specialist I	32	Hourly	$ 32.90	$ 34.54	$ 36.27	$ 38.08	$ 39.99
		Monthly	$ 5,702.67	$ 5,986.93	$ 6,286.80	$ 6,600.53	$ 6,931.60
		Annually	$ 68,432.00	$ 71,843.20	$ 75,441.60	$ 79,206.40	$ 83,179.20
Human Resources Specialist II	36	Hourly	$ 36.31	$ 38.13	$ 40.04	$ 42.04	$ 44.14
		Monthly	$ 6,293.73	$ 6,609.20	$ 6,940.27	$ 7,286.93	$ 7,650.93
		Annually	$ 75,524.80	$ 79,310.40	$ 83,283.20	$ 87,443.20	$ 91,811.20
Information Technology Analyst	M16	Hourly	$ 41.06		$ 47.22		$ 54.30
		Monthly	$ 7,117.42		$ 8,185.00		$ 9,412.75
		Annually	$ 85,409.00		$ 98,220.00		$ 112,953.00
Information Technology Specialist I	31	Hourly	$ 32.10	$ 33.70	$ 35.39	$ 37.15	$ 39.01
		Monthly	$ 5,564.00	$ 5,841.33	$ 6,134.27	$ 6,439.33	$ 6,761.73
		Annually	$ 66,768.00	$ 70,096.00	$ 73,611.20	$ 77,272.00	$ 81,140.80
Information Technology Specialist II	35	Hourly	$ 35.43	$ 37.20	$ 39.06	$ 41.01	$ 43.06
		Monthly	$ 6,141.20	$ 6,448.00	$ 6,770.40	$ 7,108.40	$ 7,463.73
		Annually	$ 73,694.40	$ 77,376.00	$ 81,244.80	$ 85,300.80	$ 89,564.80
Maintenance Worker	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.00	$ 4,914.00	$ 5,160.13	$ 5,418.40	$ 5,688.80
		Annually	$ 56,160.00	$ 58,968.00	$ 61,921.60	$ 65,020.80	$ 68,265.60
Maintenance Worker Trainee	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Management Aide	34	Hourly	$ 34.56	$ 36.29	$ 38.11	$ 40.01	$ 42.01
		Monthly	$ 5,990.40	$ 6,290.27	$ 6,605.73	$ 6,935.07	$ 7,281.73
		Annually	$ 71,884.80	$ 75,483.20	$ 79,268.80	$ 83,220.80	$ 87,380.80
Management Assistant	42	Hourly	$ 42.11	$ 44.22	$ 46.43	$ 48.75	$ 51.19
		Monthly	$ 7,299.07	$ 7,664.80	$ 8,047.87	$ 8,450.00	$ 8,872.93
		Annually	$ 87,588.80	$ 91,977.60	$ 96,574.40	$ 101,400.00	$ 106,475.20
Management Intern	20	Hourly	$ 24.46	$ 25.68	$ 26.97	$ 28.32	$ 29.73
		Monthly	$ 4,239.73	$ 4,451.20	$ 4,674.80	$ 4,908.80	$ 5,153.20
		Annually	$ 50,876.80	$ 53,414.40	$ 56,097.60	$ 58,905.60	$ 61,838.40
Permit Technician	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.80	$ 6,137.73	$ 6,444.53	$ 6,766.93	$ 7,104.93
		Annually	$ 70,137.60	$ 73,652.80	$ 77,334.40	$ 81,203.20	$ 85,259.20
Planning Technician	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.80	$ 6,137.73	$ 6,444.53	$ 6,766.93	$ 7,104.93
		Annually	$ 70,137.60	$ 73,652.80	$ 77,334.40	$ 81,203.20	$ 85,259.20
Police Cadet	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Police Officer	7220	Hourly	$ 45.74	$ 48.03	$ 50.43	$ 52.96	$ 55.60
		Monthly	$ 7,928.27	$ 8,325.20	$ 8,741.20	$ 9,179.73	$ 9,637.33
		Annually	$ 95,139.20	$ 99,902.40	$ 104,894.40	$110,156.80	$115,648.00
Police Payroll Assistant	23	Hourly	$ 26.34	$ 27.66	$ 29.04	$ 30.49	$ 32.02
		Monthly	$ 4,565.60	$ 4,794.40	$ 5,033.60	$ 5,284.93	$ 5,550.13
		Annually	$ 54,787.20	$ 57,532.80	$ 60,403.20	$ 63,419.20	$ 66,601.60
Police Records Technician	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.00	$ 4,914.00	$ 5,160.13	$ 5,418.40	$ 5,688.80
		Annually	$ 56,160.00	$ 58,968.00	$ 61,921.60	$ 65,020.80	$ 68,265.60

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/21/2025 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Police Service Officer I	25	Hourly	$ 27.68	$ 29.06	$ 30.51	$ 32.04	$ 33.64
		Monthly	$ 4,797.87	$ 5,037.07	$ 5,288.40	$ 5,553.60	$ 5,830.93
		Annually	$ 57,574.40	$ 60,444.80	$ 63,460.80	$ 66,643.20	$ 69,971.20
Police Service Officer II	31	Hourly	$ 32.10	$ 33.70	$ 35.39	$ 37.15	$ 39.01
		Monthly	$ 5,564.00	$ 5,841.33	$ 6,134.27	$ 6,439.33	$ 6,761.73
		Annually	$ 66,768.00	$ 70,096.00	$ 73,611.20	$ 77,272.00	$ 81,140.80
Property & Evidence Technician	25	Hourly	$ 27.68	$ 29.06	$ 30.51	$ 32.04	$ 33.64
		Monthly	$ 4,797.87	$ 5,037.07	$ 5,288.40	$ 5,553.60	$ 5,830.93
		Annually	$ 57,574.40	$ 60,444.80	$ 63,460.80	$ 66,643.20	$ 69,971.20
Public Safety Dispatcher I	29	Hourly	$ 30.55	$ 32.08	$ 33.68	$ 35.36	$ 37.13
		Monthly	$ 5,295.33	$ 5,560.53	$ 5,837.87	$ 6,129.07	$ 6,435.87
		Annually	$ 63,544.00	$ 66,726.40	$ 70,054.40	$ 73,548.80	$ 77,230.40
Public Safety Dispatcher II	33	Hourly	$ 33.72	$ 35.41	$ 37.18	$ 39.04	$ 40.99
		Monthly	$ 5,844.80	$ 6,137.73	$ 6,444.53	$ 6,766.93	$ 7,104.93
		Annually	$ 70,137.60	$ 73,652.80	$ 77,334.40	$ 81,203.20	$ 85,259.20
Range Master	46	Hourly	$ 46.48	$ 48.81	$ 51.25	$ 53.81	$ 56.50
		Monthly	$ 8,056.53	$ 8,460.40	$ 8,883.33	$ 9,327.07	$ 9,793.33
		Annually	$ 96,678.40	$ 101,524.80	$ 106,600.00	$ 111,924.80	$ 117,520.00
Reserve Police Officer	7641	Hourly	$ 20.04	$ 21.06	$ 22.13	$ 23.26	$ 24.42
		Monthly	$ 3,473.60	$ 3,650.40	$ 3,835.87	$ 4,031.73	$ 4,232.80
		Annually	$ 41,683.20	$ 43,804.80	$ 46,030.40	$ 48,380.80	$ 50,793.60
Reserve Police Officer Special Detail	N/A	Hourly	$ 41.93	$ 44.03	$ 46.23	$ 48.54	$ 50.97
		Monthly	$ 7,267.87	$ 7,631.87	$ 8,013.20	$ 8,413.60	$ 8,834.80
		Annually	$ 87,214.40	$ 91,582.40	$ 96,158.40	$ 100,963.20	$ 106,017.60
Special Projects Administrator	7643	Hourly	$ 26.78				$ 160.68
		Monthly	$ 4,641.87				$ 27,851.17
		Annually	$ 55,702.40				$ 334,214.00
Storekeeper Aide	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Streets Maintenance Worker	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.00	$ 4,914.00	$ 5,160.13	$ 5,418.40	$ 5,688.80
		Annually	$ 56,160.00	$ 58,968.00	$ 61,921.60	$ 65,020.80	$ 68,265.60
Student Intern	18	Hourly	$ 23.28	$ 24.45	$ 25.67	$ 26.95	$ 28.30
		Monthly	$ 4,035.20	$ 4,238.00	$ 4,449.47	$ 4,671.33	$ 4,905.33
		Annually	$ 48,422.40	$ 50,856.00	$ 53,393.60	$ 56,056.00	$ 58,864.00
Wastewater Maintenance Worker	24	Hourly	$ 27.00	$ 28.35	$ 29.77	$ 31.26	$ 32.82
		Monthly	$ 4,680.00	$ 4,914.00	$ 5,160.13	$ 5,418.40	$ 5,688.80
		Annually	$ 56,160.00	$ 58,968.00	$ 61,921.60	$ 65,020.80	$ 68,265.60

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Accounting Technician	30	Hourly	$ 32.25	$ 33.87	$ 35.56	$ 37.34	$ 39.20
		Monthly	$ 5,590.00	$ 5,870.80	$ 6,163.73	$ 6,472.27	$ 6,794.67
		Annually	$ 67,080.00	$ 70,449.60	$ 73,964.80	$ 77,667.20	$ 81,536.00
Administrative Assistant	30	Hourly	$ 32.25	$ 33.87	$ 35.56	$ 37.34	$ 39.20
		Monthly	$ 5,590.00	$ 5,870.80	$ 6,163.73	$ 6,472.27	$ 6,794.67
		Annually	$ 67,080.00	$ 70,449.60	$ 73,964.80	$ 77,667.20	$ 81,536.00
Background Investigator	38	Hourly	$ 39.29	$ 41.26	$ 43.32	$ 45.50	$ 47.76
		Monthly	$ 6,810.27	$ 7,151.73	$ 7,508.80	$ 7,886.67	$ 8,278.40
		Annually	$ 81,723.20	$ 85,820.80	$ 90,105.60	$ 94,640.00	$ 99,340.80
Broadcast Associate	21	Hourly	$ 25.82	$ 27.12	$ 28.47	$ 29.90	$ 31.39
		Monthly	$ 4,475.47	$ 4,700.80	$ 4,934.80	$ 5,182.67	$ 5,440.93
		Annually	$ 53,705.60	$ 56,409.60	$ 59,217.60	$ 62,192.00	$ 65,291.20
Building Inspector	39	Hourly	$ 40.28	$ 42.29	$ 44.40	$ 46.63	$ 48.96
		Monthly	$ 6,981.87	$ 7,330.27	$ 7,696.00	$ 8,082.53	$ 8,486.40
		Annually	$ 83,782.40	$ 87,963.20	$ 92,352.00	$ 96,990.40	$ 101,836.80
Case Manager I	29	Hourly	$ 31.47	$ 33.04	$ 34.69	$ 36.42	$ 38.24
		Monthly	$ 5,454.80	$ 5,726.93	$ 6,012.93	$ 6,312.80	$ 6,628.27
		Annually	$ 65,457.60	$ 68,723.20	$ 72,155.20	$ 75,753.60	$ 79,539.20
Case Manager II	33	Hourly	$ 34.73	$ 36.47	$ 38.30	$ 40.21	$ 42.22
		Monthly	$ 6,019.87	$ 6,321.47	$ 6,638.67	$ 6,969.73	$ 7,318.13
		Annually	$ 72,238.40	$ 75,857.60	$ 79,664.00	$ 83,636.80	$ 87,817.60
Clerical Aide	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Code Compliance Inspector I	35	Hourly	$ 36.49	$ 38.32	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,324.93	$ 6,642.13	$ 6,973.20	$ 7,321.60	$ 7,687.33
		Annually	$ 75,899.20	$ 79,705.60	$ 83,678.40	$ 87,859.20	$ 92,248.00
Code Compliance Inspector II	39	Hourly	$ 40.28	$ 42.29	$ 44.40	$ 46.63	$ 48.96
		Monthly	$ 6,981.87	$ 7,330.27	$ 7,696.00	$ 8,082.53	$ 8,486.40
		Annually	$ 83,782.40	$ 87,963.20	$ 92,352.00	$ 96,990.40	$ 101,836.80
Counselor I	28	Hourly	$ 30.69	$ 32.23	$ 33.85	$ 35.54	$ 37.32
		Monthly	$ 5,319.60	$ 5,586.53	$ 5,867.33	$ 6,160.27	$ 6,468.80
		Annually	$ 63,835.20	$ 67,038.40	$ 70,408.00	$ 73,923.20	$ 77,625.60
Counselor II	35	Hourly	$ 36.49	$ 38.32	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,324.93	$ 6,642.13	$ 6,973.20	$ 7,321.60	$ 7,687.33
		Annually	$ 75,899.20	$ 79,705.60	$ 83,678.40	$ 87,859.20	$ 92,248.00
Counselor III	55	Hourly	$ 59.79	$ 62.78	$ 65.92	$ 69.22	$ 72.68
		Monthly	$ 10,363.60	$ 10,881.87	$ 11,426.13	$ 11,998.13	$ 12,597.87
		Annually	$ 124,363.20	$ 130,582.40	$ 137,113.60	$ 143,977.60	$ 151,174.40
Crime Analyst	40	Hourly	$ 41.28	$ 43.35	$ 45.52	$ 47.79	$ 50.18
		Monthly	$ 7,155.20	$ 7,514.00	$ 7,890.13	$ 8,283.60	$ 8,697.87
		Annually	$ 85,862.40	$ 90,168.00	$ 94,681.60	$ 99,403.20	$ 104,374.40
Crime Prevention & Community Outreach Specialist	33	Hourly	$ 34.73	$ 36.47	$ 38.30	$ 40.21	$ 42.22
		Monthly	$ 6,019.87	$ 6,321.47	$ 6,638.67	$ 6,969.73	$ 7,318.13
		Annually	$ 72,238.40	$ 75,857.60	$ 79,664.00	$ 83,636.80	$ 87,817.60
Community Services, Parks & Recreation Boxing Trainer	28	Hourly	$ 30.69	$ 32.23	$ 33.85	$ 35.54	$ 37.32
		Monthly	$ 5,319.60	$ 5,586.53	$ 5,867.33	$ 6,160.27	$ 6,468.80
		Annually	$ 63,835.20	$ 67,038.40	$ 70,408.00	$ 73,923.20	$ 77,625.60

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Community Services, Parks & Recreation Coordinator	37	Hourly	$ 38.34	$ 40.25	$ 42.27	$ 44.38	$ 46.60
		Monthly	$ 6,645.60	$ 6,976.67	$ 7,326.80	$ 7,692.53	$ 8,077.33
		Annually	$ 79,747.20	$ 83,720.00	$ 87,921.60	$ 92,310.40	$ 96,928.00
Community Services, Parks & Recreation Leader	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Community Services, Parks & Recreation Shuttle Driver	28	Hourly	$ 30.69	$ 32.23	$ 33.85	$ 35.54	$ 37.32
		Monthly	$ 5,319.60	$ 5,586.53	$ 5,867.33	$ 6,160.27	$ 6,468.80
		Annually	$ 63,835.20	$ 67,038.40	$ 70,408.00	$ 73,923.20	$ 77,625.60
Community Services, Parks & Recreation Specialist	26	Hourly	$ 29.22	$ 30.68	$ 32.22	$ 33.83	$ 35.51
		Monthly	$ 5,064.80	$ 5,317.87	$ 5,584.80	$ 5,863.87	$ 6,155.07
		Annually	$ 60,777.60	$ 63,814.40	$ 67,017.60	$ 70,366.40	$ 73,860.80
Customer Service Representative I	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Customer Service Representative II	22	Hourly	$ 26.47	$ 27.80	$ 29.18	$ 30.64	$ 32.18
		Monthly	$ 4,588.13	$ 4,818.67	$ 5,057.87	$ 5,310.93	$ 5,577.87
		Annually	$ 55,057.60	$ 57,824.00	$ 60,694.40	$ 63,731.20	$ 66,934.40
Engineering Technician	35	Hourly	$ 36.49	$ 38.32	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,324.93	$ 6,642.13	$ 6,973.20	$ 7,321.60	$ 7,687.33
		Annually	$ 75,899.20	$ 79,705.60	$ 83,678.40	$ 87,859.20	$ 92,248.00
Environmental Compliance Technician	35	Hourly	$ 36.49	$ 38.32	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,324.93	$ 6,642.13	$ 6,973.20	$ 7,321.60	$ 7,687.33
		Annually	$ 75,899.20	$ 79,705.60	$ 83,678.40	$ 87,859.20	$ 92,248.00
Equipment Mechanic	30	Hourly	$ 32.25	$ 33.87	$ 35.56	$ 37.34	$ 39.20
		Monthly	$ 5,590.00	$ 5,870.80	$ 6,163.73	$ 6,472.27	$ 6,794.67
		Annually	$ 67,080.00	$ 70,449.60	$ 73,964.80	$ 77,667.20	$ 81,536.00
Equipment Mechanic Aide	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Equipment Mechanic Trainee	26	Hourly	$ 29.22	$ 30.68	$ 32.22	$ 33.83	$ 35.51
		Monthly	$ 5,064.80	$ 5,317.87	$ 5,584.80	$ 5,863.87	$ 6,155.07
		Annually	$ 60,777.60	$ 63,814.40	$ 67,017.60	$ 70,366.40	$ 73,860.80
Facilities Worker	19	Hourly	$ 24.58	$ 25.81	$ 27.10	$ 28.46	$ 29.88
		Monthly	$ 4,260.53	$ 4,473.73	$ 4,697.33	$ 4,933.07	$ 5,179.20
		Annually	$ 51,126.40	$ 53,684.80	$ 56,368.00	$ 59,196.80	$ 62,150.40
Grounds Maintenance Worker	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.20	$ 33.80
		Monthly	$ 4,820.40	$ 5,061.33	$ 5,314.40	$ 5,581.33	$ 5,858.67
		Annually	$ 57,844.80	$ 60,736.00	$ 63,772.80	$ 66,976.00	$ 70,304.00
Group Facilitator	35	Hourly	$ 36.49	$ 38.32	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,324.93	$ 6,642.13	$ 6,973.20	$ 7,321.60	$ 7,687.33
		Annually	$ 75,899.20	$ 79,705.60	$ 83,678.40	$ 87,859.20	$ 92,248.00
Helicopter Pilot	71	Hourly	$ 52.37	$ 54.98	$ 57.73	$ 60.62	$ 63.65
		Monthly	$ 9,077.47	$ 9,529.87	$ 10,006.53	$ 10,507.47	$ 11,032.67
		Annually	$ 108,929.60	$ 114,358.40	$ 120,078.40	$ 126,089.60	$ 132,392.00
Human Resources/Risk Management Analyst	M17	Hourly	$ 43.35		$ 49.85		$ 57.33
		Monthly	$ 7,514.17		$ 8,641.25		$ 9,937.50
		Annually	$ 90,170.00		$ 103,695.00		$ 119,250.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Human Resources Specialist I	32	Hourly	$ 33.89	$ 35.58	$ 37.36	$ 39.22	$ 41.19
		Monthly	$ 5,874.27	$ 6,167.20	$ 6,475.73	$ 6,798.13	$ 7,139.60
		Annually	$ 70,491.20	$ 74,006.40	$ 77,708.80	$ 81,577.60	$ 85,675.20
Human Resources Specialist II	36	Hourly	$ 37.40	$ 39.27	$ 41.24	$ 43.30	$ 45.46
		Monthly	$ 6,482.67	$ 6,806.80	$ 7,148.27	$ 7,505.33	$ 7,879.73
		Annually	$ 77,792.00	$ 81,681.60	$ 85,779.20	$ 90,064.00	$ 94,556.80
Information Technology Analyst	M16	Hourly	$ 42.29		$ 48.64		$ 55.93
		Monthly	$ 7,330.92		$ 8,430.58		$ 9,695.17
		Annually	$ 87,971.00		$ 101,167.00		$ 116,342.00
Information Technology Specialist I	31	Hourly	$ 33.06	$ 34.71	$ 36.45	$ 38.26	$ 40.18
		Monthly	$ 5,730.40	$ 6,016.40	$ 6,318.00	$ 6,631.73	$ 6,964.53
		Annually	$ 68,764.80	$ 72,196.80	$ 75,816.00	$ 79,580.80	$ 83,574.40
Information Technology Specialist II	35	Hourly	$ 36.49	$ 38.32	$ 40.23	$ 42.24	$ 44.35
		Monthly	$ 6,324.93	$ 6,642.13	$ 6,973.20	$ 7,321.60	$ 7,687.33
		Annually	$ 75,899.20	$ 79,705.60	$ 83,678.40	$ 87,859.20	$ 92,248.00
Maintenance Worker	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.20	$ 33.80
		Monthly	$ 4,820.40	$ 5,061.33	$ 5,314.40	$ 5,581.33	$ 5,858.67
		Annually	$ 57,844.80	$ 60,736.00	$ 63,772.80	$ 66,976.00	$ 70,304.00
Maintenance Worker Trainee	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Management Aide	34	Hourly	$ 35.60	$ 37.38	$ 39.25	$ 41.21	$ 43.27
		Monthly	$ 6,170.67	$ 6,479.20	$ 6,803.33	$ 7,143.07	$ 7,500.13
		Annually	$ 74,048.00	$ 77,750.40	$ 81,640.00	$ 85,716.80	$ 90,001.60
Management Assistant	42	Hourly	$ 43.37	$ 45.55	$ 47.82	$ 50.21	$ 52.73
		Monthly	$ 7,517.47	$ 7,895.33	$ 8,288.80	$ 8,703.07	$ 9,139.87
		Annually	$ 90,209.60	$ 94,744.00	$ 99,465.60	$ 104,436.80	$ 109,678.40
Management Intern	20	Hourly	$ 25.19	$ 26.45	$ 27.78	$ 29.17	$ 30.62
		Monthly	$ 4,366.27	$ 4,584.67	$ 4,815.20	$ 5,056.13	$ 5,307.47
		Annually	$ 52,395.20	$ 55,016.00	$ 57,782.40	$ 60,673.60	$ 63,689.60
Permit Technician	33	Hourly	$ 34.73	$ 36.47	$ 38.30	$ 40.21	$ 42.22
		Monthly	$ 6,019.87	$ 6,321.47	$ 6,638.67	$ 6,969.73	$ 7,318.13
		Annually	$ 72,238.40	$ 75,857.60	$ 79,664.00	$ 83,636.80	$ 87,817.60
Planning Technician	33	Hourly	$ 34.73	$ 36.47	$ 38.30	$ 40.21	$ 42.22
		Monthly	$ 6,019.87	$ 6,321.47	$ 6,638.67	$ 6,969.73	$ 7,318.13
		Annually	$ 72,238.40	$ 75,857.60	$ 79,664.00	$ 83,636.80	$ 87,817.60
Police Cadet	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Police Officer	7220	Hourly	$ 47.11	$ 49.47	$ 51.94	$ 54.55	$ 57.27
		Monthly	$ 8,165.73	$ 8,574.80	$ 9,002.93	$ 9,455.33	$ 9,926.80
		Annually	$ 97,988.80	$ 102,897.60	$ 108,035.20	$113,464.00	$119,121.60
Police Payroll Assistant	23	Hourly	$ 27.13	$ 28.49	$ 29.91	$ 31.40	$ 32.98
		Monthly	$ 4,702.53	$ 4,938.27	$ 5,184.40	$ 5,442.67	$ 5,716.53
		Annually	$ 56,430.40	$ 59,259.20	$ 62,212.80	$ 65,312.00	$ 68,598.40
Police Records Technician	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.20	$ 33.80
		Monthly	$ 4,820.40	$ 5,061.33	$ 5,314.40	$ 5,581.33	$ 5,858.67
		Annually	$ 57,844.80	$ 60,736.00	$ 63,772.80	$ 66,976.00	$ 70,304.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

City of Chino
Part-Time Classification Plan and Salary Schedule
Effective 07/01/2026 (3% COLA)

Classification Title	Range		Step A	Step B	Step C	Step D	Step E
Police Service Officer I	25	Hourly	$ 28.51	$ 29.93	$ 31.43	$ 33.00	$ 34.65
		Monthly	$ 4,941.73	$ 5,187.87	$ 5,447.87	$ 5,720.00	$ 6,006.00
		Annually	$ 59,300.80	$ 62,254.40	$ 65,374.40	$ 68,640.00	$ 72,072.00
Police Service Officer II	31	Hourly	$ 33.06	$ 34.71	$ 36.45	$ 38.26	$ 40.18
		Monthly	$ 5,730.40	$ 6,016.40	$ 6,318.00	$ 6,631.73	$ 6,964.53
		Annually	$ 68,764.80	$ 72,196.80	$ 75,816.00	$ 79,580.80	$ 83,574.40
Property & Evidence Technician	25	Hourly	$ 28.51	$ 29.93	$ 31.43	$ 33.00	$ 34.65
		Monthly	$ 4,941.73	$ 5,187.87	$ 5,447.87	$ 5,720.00	$ 6,006.00
		Annually	$ 59,300.80	$ 62,254.40	$ 65,374.40	$ 68,640.00	$ 72,072.00
Public Safety Dispatcher I	29	Hourly	$ 31.47	$ 33.04	$ 34.69	$ 36.42	$ 38.24
		Monthly	$ 5,454.80	$ 5,726.93	$ 6,012.93	$ 6,312.80	$ 6,628.27
		Annually	$ 65,457.60	$ 68,723.20	$ 72,155.20	$ 75,753.60	$ 79,539.20
Public Safety Dispatcher II	33	Hourly	$ 34.73	$ 36.47	$ 38.30	$ 40.21	$ 42.22
		Monthly	$ 6,019.87	$ 6,321.47	$ 6,638.67	$ 6,969.73	$ 7,318.13
		Annually	$ 72,238.40	$ 75,857.60	$ 79,664.00	$ 83,636.80	$ 87,817.60
Range Master	46	Hourly	$ 47.87	$ 50.27	$ 52.79	$ 55.42	$ 58.20
		Monthly	$ 8,297.47	$ 8,713.47	$ 9,150.27	$ 9,606.13	$ 10,088.00
		Annually	$ 99,569.60	$ 104,561.60	$ 109,803.20	$ 115,273.60	$ 121,056.00
Reserve Police Officer	7641	Hourly	$ 20.64	$ 21.69	$ 22.79	$ 23.96	$ 25.15
		Monthly	$ 3,577.60	$ 3,759.60	$ 3,950.27	$ 4,153.07	$ 4,359.33
		Annually	$ 42,931.20	$ 45,115.20	$ 47,403.20	$ 49,836.80	$ 52,312.00
Reserve Police Officer Special Detail	N/A	Hourly	$ 43.19	$ 45.35	$ 47.62	$ 50.00	$ 52.50
		Monthly	$ 7,486.27	$ 7,860.67	$ 8,254.13	$ 8,666.67	$ 9,100.00
		Annually	$ 89,835.20	$ 94,328.00	$ 99,049.60	$ 104,000.00	$ 109,200.00
Special Projects Administrator	7643	Hourly	$ 27.58				$ 165.50
		Monthly	$ 4,780.53				$ 28,686.67
		Annually	$ 57,366.40				$ 344,240.00
Storekeeper Aide	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Streets Maintenance Worker	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.20	$ 33.80
		Monthly	$ 4,820.40	$ 5,061.33	$ 5,314.40	$ 5,581.33	$ 5,858.67
		Annually	$ 57,844.80	$ 60,736.00	$ 63,772.80	$ 66,976.00	$ 70,304.00
Student Intern	18	Hourly	$ 23.98	$ 25.18	$ 26.44	$ 27.76	$ 29.15
		Monthly	$ 4,156.53	$ 4,364.53	$ 4,582.93	$ 4,811.73	$ 5,052.67
		Annually	$ 49,878.40	$ 52,374.40	$ 54,995.20	$ 57,740.80	$ 60,632.00
Wastewater Maintenance Worker	24	Hourly	$ 27.81	$ 29.20	$ 30.66	$ 32.20	$ 33.80
		Monthly	$ 4,820.40	$ 5,061.33	$ 5,314.40	$ 5,581.33	$ 5,858.67
		Annually	$ 57,844.80	$ 60,736.00	$ 63,772.80	$ 66,976.00	$ 70,304.00

Established: Resolution No. 2025-040
Revised: Resolution No. 202[illegible]

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **COUNCIL MEMBER COMSTOCK**

SUBJECT

Community Support Fund – Council Member Comstock.

RECOMMENDATION

Approve community support fund contributions of $100 to Soroptimist International of the Chino Valley, $125 to Kiwanis Club of Chino (Golf Tournament) and $250 to No More Locked Doors.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2031
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Comstock recommends that the City Council approve the following contributions:

- Soroptimist International of the Chino Valley $100: Seeks to empower women and girls by providing a number of educational opportunities, programs, and resources.
- Kiwanis Club of Chino (Golf Tournament) $125: Serves the Chino community through various services and Citywide fundraising projects.
- No More Locked Doors $250: Helps troubled youth and formerly incarcerated with mentorship, vocational training, transitional housing and career placement within the various building trades.

By approving these contributions, the Soroptimist International, Kiwanis Club, and No More Locked Doors will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Comstock, staff recommends that the City Council approve these community support contributions.

MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT

CITY COUNCIL MEETING DATE: NOVEMBER 4, 2025

TO: **MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO**

FROM: **COUNCIL MEMBER LUCIO**

SUBJECT

Community Support Fund - Council Member Lucio.

RECOMMENDATION

Approve a community support fund contribution of $1,000 to Chino Youth Boxing Club, $1,000 to Chino High School Wrestling Team (Chino Cowboy Huddle), $500 to Chino AYSO Region 67, and $500 to Chino American Little League.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2029
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Lucio recommends that the City Council approve the following contribution:

- Chino Youth Boxing Foundation - $1,000: Provides character development, discipline, and self-respect to the City's youth through a local boxing program.
- Chino High School Wrestling Team (Chino Cowboy Huddle) $1,000: Helps promote and support the athletic programs.
- Chino AYSO Region 67 $500: Provides Chino youth a fun, family-friendly environment where kids can grow and develop not only their soccer skills but their leadership and social skills.
- Chino American Little League $500: Helps teach Chino's youth the importance of teamwork, leadership, hard work, and humility through an organized baseball league.

By approving this contribution, Chino Youth Boxing Club, Chino High School Wrestling Team, Chino AYSO Region 67, and Chino American Little League will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Lucio, staff recommend that the City Council approve these community support contributions.