AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
MEETING NOTICE & AGENDA

492 Carpenteria Road, Aromas, California 95004
McGilloway, Ray, Brown & Kaufman
379 W. Market St, Salinas, CA 93901
Tuesday – July 16, 2019 - 6:30 p.m.

ROLL CALL: Brown_____ Mesiroff_____ Miller_____ Mortan____ Mahler ___

PLEDGE OF ALLEGIANCE – Director Miller

PUBLIC COMMENT 6:30 P.M. - Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Government Code 54954.2 (speakers are limited to 5 minutes). The public may comment on any matter listed on the agenda at the time the matter is being considered by the Board.

Opportunity to address the Board of Directors on items appearing on the agenda before or during the boards consideration of the item that is within the subject matter. Speakers are limited to three minutes. Government Code Section 54954.3 (a)

DIRECTORS COMMENT PERIOD

APPROVAL OF MINUTES

1. Approve minutes of the January 15 and May 21 2019 regular meeting and the June 20, 2019 special meeting. ACTION

GENERAL BUSINESS

2. Discuss 2017-2018 annual audit.

3. Receive report of operations, training and fire prevention.

4. Receive information on the proposed water heater purchase for fiscal year 2019-20

5. Receive a staff report consider entering an agreement with CSG Consultants for plan checks and inspections in the District.

6. Receive an update on the Monterey County Ambulance Service request for proposal.

7. Receive a Memorandum of Understanding with Hollister Fire Department for Automatic Aid.
8. Receive and discuss staffing and revenue options.

**FINANCIAL**


**MISCELLANEOUS**

This section of the Board’s briefing binder includes copies of miscellaneous communications placed in the Board’s Information Reading File during the past month.

**ADJOURNMENT**

Consider motion to adjourn to the next meeting on September 17, 2019, at 6:30 p.m. at the Aromas Tri-County fire station, 492 Carpenteria Road, Aromas, California.
CALL TO ORDER

The regular meeting of the Board of Directors of the Aromas Tri-County Fire Protection District was held at the Aromas fire station on Tuesday, January 15, 2019. The meeting was called to order by President Brown at 6:31 p.m.

PLEDGE OF ALLEGIANCE BY Director Mortan

ATTENDANCE

Ernest Brown President of the Board
George Mortan Director
Mike Miller Director

ABSENT

OTHERS PRESENT

David Fulcher Fire Chief
Fred Lopez Assistant Chief
Reno DiTullio Assistant Chief
Arron Young Battalion Chief
Hector Ramirez Fire Captain
Barret Anzar Fire Captain
Ken Mahler Resident
Theresa Volland Secretary to the Board

PUBLIC COMMENTS

Assistant Chief DiTullio introduced Assistant Chief Lopez.

DIRECTORS COMMENT PERIOD

Assistant Chief Lopez lead the Oath of Office for Director Mortan.

President Brown discussed having two board members going to the Aromas Grange Business Meetings. President Brow will find out more information and present it to the board.
MINUTES

The Board received and considered the minutes of the July 24, 2018 and November 13, 2018 regular meeting. The November 13, 2018 minutes were tabled till the March meeting.

MOTION 01-2019-01

M/S/C (Mortan/Miller 3 ayes) to approve the minutes of the July 24, 2018 meeting as typed.

GENERAL BUSINESS

• The Board received the monthly activity report for November and December 2018.

• The board discussed staffing options and district revenue sources.

FINANCIAL

The Board received and reviewed checks numbered 4630-4637 for $316,740.23 for December 2018.

MOTION 01-2019-02

M/S/C (Miller/Mortan 3 ayes) to approve checks numbered 4630-4637 for $316,740.23 for December 2018.

The Board received and reviewed checks numbered 4638-4655 for $3,550.74 for January 2019.

MOTION 01-2019-03

M/S/C (Miller/Mortan 3 ayes) to approve checks numbered 4638-4655 for $3,550.74 for January 2019.

The Board received the budget status reports for December 2018 and January 2019.
ADJOURNMENT

MOTION 01-2019-04

M/S/C (Miller/Mortan 3 ayes) to adjourn the meeting of the Aromas Tri-County Fire Protection District at 7:40 p.m. to a regular meeting on Tuesday, March 19, 2019 at 6:30 p.m.

________________________________________________________
Secretary of the Board
CALL TO ORDER

The regular meeting of the Board of Directors of the Aromas Tri-County Fire Protection District was held at the Aromas fire station on Tuesday, May 21, 2019. The meeting was called to order by Vice President Brown at 6:33 p.m.

PLEDGE OF ALLEGIANCE BY Director Mesiroff

ATTENDANCE

Ernest Brown President
Ron Mesiroff Vice President
Kenneth Mahler Director
George Mortan Director

ABSENT

Mike Miller Director

OTHERS PRESENT

Fred Lopez Assistant Chief
Thomas Smith Battalion Chief
Hector Ramirez Fire Captain
Barrett Anzar Fire Captain
Theresa Volland Secretary to the Board

PUBLIC COMMENTS

DIRECTORS COMMENT PERIOD

GENERAL BUSINESS

The Board received and considered the minutes of the November 13, 2018, January 15, and March 20, 2019 regular meetings. The minutes of the January 15, 2018 board meeting have been tabled to the July meeting.

MOTION 05-2019-12

M/S/C (Mortan/Mesiroff 4 ayes/1 absent) to approve the minutes of the November 13, 2018 as typed.
MOTION 05-2019-13
M/S/C (Mahler/Mesiroff 4 ayes/1 absent) to approve the minutes of the March 20, 2019 as typed.

PUBLIC HEARING
The public hearing opened at 6:37 pm and closed at 6:41 pm. The board received and considered Resolution No. 2019-04 adopting a Preliminary budget of $1,306,825 for fiscal year 2019-20.

MOTION 05-2019-14
M/S/C (Mahler/Mortan 4 ayes/1 absent) approving Resolution No. 2019-03 adopting a Preliminary budget of $1,629,825 for fiscal year 2019-20.

- The Board received a presentation regarding placing solar panels on the Fire Station. Staff was asked to get some information and add it to the July Agenda.
- The Board received the monthly activity report for March and April 2019.

The Board received and considered a FAIRA Election Ballot of the Governing Board of Directors.

MOTION 05-2019-15
M/S/C (Mahler/Mesiroff 4 ayes/1 absent) voting for Chief Johnson, Chief Pomi, Chief Bailey, Chief Brainard, Chief Wilder, Chief Pierce, and Chief Wood to be on the FAIRA Board.

- The Board was advised that Monterey County has rejected the submitted Ambulance RFP, and another RFP will be published at a later date.

The Board received a staff report and draft letter in support for Senate Bill 438.

MOTION 05-2019-16
M/S/C (Mahler/Mesiroff 4 ayes/1 absent) supporting Senate Bill 438 and directing staff mail a letter showing the support of the District Board.

- The Board discussed revenue options and staffing options. The Board discussed delaying proposing a tax measure till November 2022. Staff was directed to schedule a special meeting with district counsel.
The Board received and considered checks numbered 4676-46792 for $359,417.56 for May 2019.

**MOTION 05-2019-17**

M/S/C (Mahler/Mesiroff 4 ayes/1 absent) to approve checks numbered 4676-46792 for $359,417.56 for May 2019.

The Board received and considered checks numbered 4963-4704 for $312,035.9 for June 2019.

**MOTION 05-2019-18**

M/S/C (Mesiroff/Mortan 4 ayes/1 absent) to approve checks numbered 4963-4704 for $312,035.9 for June 2019.

The Board received the budget status reports for April and May 2019.

**ADJOURNMENT**

**MOTION 05-2019-19**

M/S/C (Mahler/Mesiroff 4 ayes/1 absent) to adjourn the meeting of the Aromas Tri-County Fire Protection District at 8:20 p.m. to a regular meeting on Tuesday, July 16, 2019 at 6:30 p.m.

Meeting was adjourned at 8:20 pm

______________________________
Secretary of the Board
Aromas Tri-County Fire Protection District
MINUTES OF THE SPECIAL MEETING OF
Thursday June 20, 2019

CALL TO ORDER

The special meeting of the Board of Directors of the Aromas Tri-County Fire Protection District was held at the Aromas fire station on Thursday June 20, 2019. The meeting was called to order by President Mahler at 6:31 p.m.

ATTENDANCE

Ernest Brown President of the Board
Ron Mesiroff Vice President
George Mortan Director
Kenneth Mahler Director

ABSENT

Mike Miller Director

OTHERS PRESENT

Mark Mondragon Battalion Chief
Chris Lynch Fire Captain
Hector Ramirez Fire Captain
Dave Laredo Attorney
Heidi Quinn Attorney
Theresa Volland Board Secretary

SPECIAL BUSINESS

- The Board discussed funding options and tax increment increase with legal counsel.

- The Board discussed the purchase of a new Fire Engine. Staff was advised the Board would like to put the purchase of the Engine off to the 2020/2021 Fiscal Year.

- The Board Discussed Solar Power option for the Fire District. Staff was directed to put the option of Solar Power in the notes to be discussed for the 2020/2021 Fiscal Year.

The meeting adjourned at 7:10 p.m.
MOTION 06-2019-19

M/S/C (Mortan/Mahler 4 ayes/1 absent) to adjourn the meeting of the Aromas Tri-County Fire Protection District at 7:10 p.m. to a regular meeting on Tuesday, July 16, 2019 at 6:30 p.m.

Secretary of the Board
To: Board of Directors

From: Patricia Kaufman, CPA, CGMA
McGilloway, Ray, Brown & Kaufman Accountants and Consultants

Subject: Discuss 2017-18 Audit.

Patricia Kaufman will be calling in for this discussion.
STAFF REPORT
July 16, 2019

To: Board of Directors

From: Dave Fulcher, Fire Chief
By: Arron Young, Battalion Chief

Subject: Bi-Monthly Activity Report June-July 2019

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EMERGENCY INCIDENT RESPONSE

Emergency responses for the period were normal within District. Two vegetation fires to report, no significance.

COOPERATORS, AGREEMENTS, BUSINESS PRACTICES

CAL FIRE staff have produced an automatic aid response agreement between ATC and Hollister Fire Department. The intent is to increase the level of service to ATC and the San Juan Bautista community. This agreement bolsters the fire engine response, is reciprocal and is based on the closest resource concept. CAL FIRE will be presenting to Hollister Fire Department in the near future for their buy in and consideration.

APPARATUS

Brush 35 still out of service, still trying to cost estimate.

TRAINING

Staff focused on Fire Suppression, Fire Prevention, EMS and Physical Fitness Training during this period.

FACILITIES

The station has had no issues or changes to be discussed.

PERSONNEL

No changes in personnel.
FIRE PREVENTION

A meeting occurred with CSG, to clarify and better assist CAL FIRE staff with fire prevention plan reviews. The focus is to ensure quality control, free firefighting staff from unnecessary workloads and reduce liabilities.

MITIGATION FEES

Undetermined at time of the report compilation.
To: Board of Directors  

From: David Fulcher, Fire Chief  
By Fred Lopez, Assistant Chief  

Subject: Information on the Budgeted Water Heater for the Station

DISCUSSION

Staff was asked to present information to the Board a tankless water heater versus a tank storage water heater. Attached are two articles discussing this.
Tankless Hot Water Heaters vs Tank Storage Water Heaters

Water heaters can be a costly investment for home owners that you’ll be living with for over a decade. That’s why when it’s time to equip your new home, or replace your old water heater it's important to consider cost, efficiency, and longevity of your new water heater. We’ve put together this comparison of storage water heaters vs tankless water heaters to help homeowners and contractors decide on the type of water heater that’s best for you. We’ll examine the pros and cons of tankless and traditional water heaters so you can make an informed decision.

What Is a Tankless Water Heater?
Tankless water heaters, also known as on-demand water heaters, use high-powered burners to rapidly heat water as it runs through a heat exchanger and deliver it directly to your faucets or shower without storing it in a tank. Tankless water heaters are usually powered with electricity or gas. These types of water heaters were found to be 22 percent more energy efficient on average than the gas-fired storage-tank models in tests conducted by Consumer Reports.

How are “Traditional” Tank Storage Water Heaters Different?
Storage tank water heaters are commonly found in most homes. Their components are an insulated tank, typically holding 30-50 gallons of water, to heat and store the water until it’s
needed. A pipe emerges from the top to deliver hot water to its destination, kitchen, bathroom, or other sinks.

Typically, there are storage-tank water heaters that use either natural gas or electricity for their fuel. Natural gas storage-tank water heaters use almost 50 percent less energy, costing less to operate, than the electric variety. However, they cost a bit more than electric models. They also feature a temperature and pressure-release valve that opens when either temperature or pressure exceeds preset levels.

**Tankless Water Heater Energy Efficiency**

Homeowners with on-demand (tankless) water heaters that use less than 41 gallons or less of hot water each day, enjoy between 24 and 34 percent more energy efficiency than storage tank water heaters. If you use lots of hot water daily (around 86 gallons), you might enjoy energy efficiency of an additional 8 to 14 percent.

Purchasing a tankless water heater will cost you a bit more than a traditional storage tank water heater, but, tankless varieties last longer than conventional water heater models which translates to a 20+-year useful life, as compared to storage tank types which last only 10 to 15 years before self-destructing, possibly flooding your basement or home, depending on their location. If you want to “hit a home run,” install a tankless water heater at each hot water outlet. Why? You may receive energy savings of 27 to 50 percent if you put on-demand water heaters at all hot water outlets in your home.

![Tankless Water Heater Image](https://www.petro.com/resource-center/tankless-hot-water-heaters-vs-tank-storage-water-heaters)

**Pros & Cons of Tankless Water Heaters**

Since there are no perfect products (tankless water heaters are no exceptions), there are good points and downsides to on-demand water heaters, too.

**Tankless Water Heater Advantages:**

- Saves you money over time.
- According to Energy.gov, “For homes that use 41 gallons or less of hot water daily, demand (or tankless) water heaters can be 24% to 34% more energy efficient than conventional storage tank water heaters.” Tankless water heaters (if gas-fired) will save homeowners over $100 annually the longer they remain in service. Electric tankless water heaters still save homeowners around $44 per year according to the US Department of Energy.
- Longer useful lives than storage tank water heaters.
- Tankless water heaters typically last 20 to 30 years, double the forecasted useful life of a storage tank water heater. Be aware that “hard water” areas, may reduce the useful life of both...
types of water heaters.

- Does not consume the space of a storage tank water heater.
- On-demand water heaters are small and may be installed in “tight quarters.” They can even be installed on outside walls if your home is terminally space-challenged.
- You’ll have hot water whenever you need it.
- You won’t have to wait even 15 to 25 seconds for your water to become hot, as tankless water heaters deliver two to three gallons of hot water per minute. Many storage tank water heaters take longer to heat water, because of the larger volume of water they must heat, than most tankless types.

**Drawbacks of Tankless Water Heaters:**

- Higher purchase cost than storage tank water heaters.
- Instead of $500 to $800 for a good storage tank water heater, you’ll spend over $2,000 to around $4,500 to buy and install a tankless water heater.
- Tankless water heater installation can be costly if you’re replacing a storage tank water heater with a tankless-type water heater.

![Photo of water heaters](image)

- When you choose to retrofit a tankless water heater in place of a storage tank variety, your plumber-installer will take more time, increasing the installed cost, of replacing a storage tank water heater because of the complexity of relocating existing piping.
- They can be “output challenged.”
- Simultaneously taking showers and doing laundry can cause your tankless water heater to fail to keep up with the hot water demand on it. If you have multiple showers in use in your home, you often will have one of the shower-takers endure a “chilly” experience.

**Pros & Cons of Storage Tank Water Heaters (Tank) Water Heater Advantages:**

- Storage tank water heaters have lower initial cost by a significant margin.
- Instead of spending over $2,000 to $4,500 to buy and install a tankless water heater, it will only cost you around $500 to $800 to purchase and professionally install a good storage tank water heater.
- Storage tank water heaters operate simpler than tankless varieties, resulting in less costly maintenance and repairs.
- Their simplicity makes for easy, low-cost repairs when these water heaters are not functioning properly. Tankless water heaters are more complex and expensive to repair and, obviously, replace.

**Drawbacks of Storage (Tank) Water Heaters:**

- Somewhat higher utility bills.
• Since storage tank water heaters heat, then reheat water to pre-set temperature, irrespective of what your hot water needs happen to be, they increase your utility bills. If these water heaters function in a cool environment (location), they’ll work harder in the winter months, driving your gas or electric bills even higher during the cold winter.

• Occupy more space because of their size than on-demand water heaters.

• If your home is space-restricted, you’ll have challenges finding enough area to locate storage tank water heaters. Also, they cannot be located outside your home like tankless water heaters.

• You don’t want to be the last family member to take a shower.

• If you have a typical home water heater, you might want to get a larger one if you often have multiple showers taken. While this option may relieve the hot water shortage, but your energy bills will increase along with your hot water availability. Average storage tank water heaters can only support three showers in a row. You won’t like being the fourth shower-taker unless you prefer chilly, not hot, showers.

• Need to be replaced more often than tankless water heaters.

• Since storage tank types have a shorter useful life (about ½ the life of on-demand water heaters), typically 10 to 15 years, you may need to buy and install them almost twice as often as tankless water heaters, reducing your purchase savings.

**Summary**

If your bank account can manage the higher initial cost of a tankless water heater, you’ll save more money over time by choosing tankless. But, if you are on a fixed modest income, a storage tank water heater might make more sense for you. Discuss the two types of water heaters with your plumber to weigh your options.

Now that you know the “good, bad, and the ugly” of both primary water heater options, you might want to call a top firm, like *Petro Home Services* (1-888-735-5651), to help you decide on the type, size, and brands of water heater you should consider.

When you want help navigating the often confusing waters (no pun intended) of making the best choice of water heater for your home, you’ll be pleased you contacted the professionals at *Petro Home Services* today. Why wait? *Petro* professionals will give you the objective information you need to make the right choice for you and your family.

**Related Links**

• [Hot water heater not working? >](https://www.petro.com/resource-center/tankless-hot-water-heaters-vs-tank-storage-water-heaters)

• [When is it time to replace your water heater? >](https://www.petro.com/resource-center/tankless-hot-water-heaters-vs-tank-storage-water-heaters)

• [Tank And Tankless Hot Water Heaters >](https://www.petro.com/resource-center/tankless-hot-water-heaters-vs-tank-storage-water-heaters)
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Tankless Water Heaters vs. Storage Tank Water Heaters

CR experts weigh in, based on test results and payback time

By Mary H.J. Farrell
January 25, 2019

You know that big tank of hot water in your basement? What if we told you that you could get the same amount of hot water (or more) from a water heater the size of a carry-on suitcase—and save at least $100 a year on your utility bill?

That’s the promise of tankless water heaters, also called on-demand water heaters, which produce hot water only when
MORE ON WATER HEATERS

CR’s Water Heater Buying Guide and Ratings
How to Save on Your Hot Water Bill
Smart Home Devices That Stop Leaks

While storage tank water heaters are by far the most common type, tankless water heaters are slowly gaining market share, according to Technavio, a global market research firm. That’s because of their reputation for running more efficiently, an appealing characteristic given that heating water is the average U.S. home’s second highest utility cost after heating and cooling the house itself.

Consumer Reports recently tested four electric and five gas whole-house tankless water heaters from such brands as Bosch, Navien, Noritz, Rheem, Rinnai, Tempra, and Trutankless to see how costs, performance, and energy use stack up against that of conventional storage tank water heaters. We’ll walk you through the results and considerations of going tankless.

The Big Switch

Switching to tankless from a storage tank water heater is no easy swap because it requires a plumbing retrofit and possibly an upgrade to your electric service or gas lines to increase capacity. Considering that 90 percent of hot water heater
Tankless Water Heaters vs. Storage Tank Water Heaters

American Council for an Energy Efficient Economy

you at a disadvantage when you're negotiating with a prospective plumber or contractor to make the switch on your tight timeline.

But if your storage tank water heater is nearing the end of its useful life and you’re interested in saving space and energy, tankless water heaters are worth a look.

“They’ve come a long way,” says Geno Caccia, a third-generation plumber who operates a family business in San Mateo, Calif., with his brother. He says that years ago, when plumbers were less familiar with tankless installations, homeowners complained that they weren’t getting the same water delivery they experienced with their storage tank. “And buyer’s remorse is a powerful thing,” he says.

Want More Advice About Appliances and Your Home?

Get our weekly Home newsletter.

Caccia’s company of 25 plumbers installs all brands and types of water heaters. While “tankless has its virtues,” he says, there’s a bit of a learning curve for consumers who are used to drawing water from a standing tank of already heated
For example, you might not be able to run the dishwasher and washing machine at the same time that someone is taking a shower. And depending on the temperature of your groundwater, you may have to wait for the water to get hot. “The colder the water coming in, the longer it takes to heat,” says Caccia. “With a tank, you’re cooking the water all the time, so it’s already hot.”

How We Test Water Heaters

With the help of an outside lab, we conducted performance tests and measured energy use on the nine models we purchased, and calculated installation costs for storage tank and tankless water heaters, as well as how long it would take a homeowner to recoup the investment of a tankless water heater—called the payback time.

We based our tests on what’s called a “heavy use” industry standard.

“That’s the equivalent of taking several showers, running the dishwasher, washing one load of laundry, and turning the faucet on and off multiple times,” says John Banta, an engineer who oversees our water heater tests. It's a draw totalizing 84 gallons of water a day with a starting temperature of 58° F (plus or minus 2 degrees), and a target outlet temperature of 120° F. “It’s a tough test,” says Banta.

After weeks of testing, we discovered that all the gas tankless water heaters performed similarly and all the electric tankless were equivalent in terms of performance. “Whole-house
"We didn't find meaningful performance differences that would cause a consumer to choose one brand over another."

Because the differences among models were negligible, instead of breaking out individual models for ratings like we do with most other products, our engineers grouped all the gas tankless units together and all the electric tankless models together, and compared the groups with their conventional storage tank models that run on the same fuel. You can see the results in our water heater ratings charts.

How They Work

Storage tank: Storage tank water heaters typically have a capacity of 30 to 60 gallons, but the most common size is 50 gallons. The capacity you want depends on the size of your household and how much hot water you use (your plumber can help with the calculations). Using natural gas, electricity, fuel oil, or propane, these tanks continuously heat water to keep a full store at the ready. That means you're paying to have hot water whether you need it or not.

Storage tanks can be 5 feet tall or taller and about 2 feet wide or wider. If your water heater is in the basement, you might not mind the space it takes. But if you don’t have a basement, you may have to stash it in a closet—and that can be a tight fit. And keep in mind that because of recent federal energy regulations, a replacement storage tank may take up more space than your old one, even if it’s the same capacity, because newer ones are required to have more insulation.
Tankless Water Heaters vs. Storage Tank Water Heaters: Larger but tanks of 50 gallons or more use more space, depending on the energy-saving technology they use.

**Tankless:** As their name implies, tankless, or on-demand water heaters, don't store water in a tank. Instead they heat water as it passes through the unit, using a heat exchanger to rapidly bring it up to temperature. (They run on electricity, natural gas, or propane.) Heating water only when you need it eliminates the standby energy losses you get with a storage tank.

Whole-house tankless units mount on a wall, saving you floor space and fitting into tight spaces. They vary in size, but average about 2 feet tall and a bit over a foot wide.

**Purchase Price and Installation**

**Storage tank:** Tank style water heaters are less expensive than tankless. We paid $570 (electric) and $600 (gas) for the two 50-gallon Rheem tank water heaters we tested, but we have seen tank water heaters priced for less at home improvement stores. Tanks with larger capacity or energy-efficiency upgrades cost more.

Replacing your old storage tank with a new one of the same capacity is a pretty basic plumbing job, and some homeowners do it themselves. But most manufacturers recommend using a certified plumber, and you may need one because tank water heaters have changed, as noted, to meet tighter energy standards. Depending on what your plumber charges per hour, installation can be $600 to $800 if the existing hookups are compatible.
than storage tank models. The price ran from $525 to $1,150.

Installation will cost you more—at least $800 to $1,500, according to HomeAdvisor. Gas tankless models may have different venting and gas-supply requirements, meaning you may need to increase the diameter of the pipe from the water heater to the gas meter. And electric tankless models draw so much power—120 to 160 amps—that you may have to upgrade the electrical service to your house to 200 amps or more. Manufacturers recommend that certified electricians or plumbers install tankless water heaters. In fact, many manufacturers require installation by factory-trained professionals to maintain the warranty.

**Performance**

**Storage tank:** We included two conventional water heaters in our tests as a control to compare their performance to the tankless units. The gas and the electric storage tank water heaters easily delivered a steady supply of hot water that reached our target temperature of 120° F.

**Tankless:** We saw a few differences in performance between the gas and electric models. All of the gas units were able to hit our target output temperature of 120° F and have similar minimum flow rates (the amount of running water needed for the heater to kick in). All of the electric models were also able to meet and maintain the set output temperature when the incoming water was 74° F, but two—a Bosch and a Rheem—missed the mark when the incoming water temperature was
Energy Use and Efficiency

**Storage tank:** In our tests, we judged the annual energy consumption cost of the conventional water heaters to be Very Good for the gas model and Fair for the electric. Both rate Good for energy efficiency. We calculated that the annual operating cost for a gas model is $245 (based on an average price of $10.86 per 1,000 cubic feet of natural gas) and the yearly cost of running an electric model is $580 (based on an average electricity rate of $0.132 per KWh).

**Tankless:** Gas and electric tankless water heaters run more efficiently than the conventional water heaters of the same fuel type. We rated the annual energy consumption cost Excellent for a gas model but only Fair for an electric, but both rate Very Good for energy efficiency. Using the same rates above, the annual operating cost is $195 for a gas tankless and $535 for an electric.

Banta says it’s worth noting that while gas water heaters are less expensive to operate, it’s due to the lower cost of natural gas and not because they’re necessarily more efficient. “Electric models actually run more efficiently,” he says, "but the higher cost of electricity makes them more costly to operate.”

Payback Time

**Storage tank:** Our payback calculations are based on replacing a 50-gallon storage tank water heater with a tankless water heater, then calculating how much the tankless


**Tankless:** We factored in an installation cost of $1,250 for a gas tankless and slightly less, $1,150, for an electric. Using a natural gas rate of $10.86 per 1,000 cubic feet, we calculated that the payback time for converting from a storage tank gas water heater to a gas tankless ranges from 22½ years to 27½ years. For an electric model, assuming energy costs of $0.132 per KWh, the payback time to replace a conventional electric tank with an electric tankless ranges from 12 to 20 years.

Caccia, the third-generation plumber, says that once you make the switch, labor costs are less for replacing an old tankless water heater with a new one than for replacing an old storage tank with a new one. In part that's because removing a large tank takes more time and effort than removing the much smaller tankless units.

**The Bottom Line**

While tankless water heaters run more efficiently than storage tank water heaters, replacing a tank water heater with a tankless can be expensive, and the payback time can be longer than the warranty. “If you have a warranty of 12 to 15 years, which is typical, it doesn’t make financial sense to replace a tank water heater with a tankless,” says Banta.

Also many manufacturers of tankless water heaters recommend preventive maintenance to be done on their units. (Manufacturers also recommend that you periodically drain a tank water heater to flush out the sediment.)
periodic flushing of the heat exchanger deposits is necessary. It’s also important to clean out the sediment filter on the heater from time to time. If you hire a plumber to do this, it can cost $300 or more.

How often you flush your tankless water heater depends on the quality of your water. “If you live in a poor-water area, we suggest maintenance once a year,” says Caccia.

The payback math changes if you’re building a new house or renovating an old one and have a need for space savings, endless hot water, or improved energy efficiency. In that case, installing a tankless water heater can make financial sense because there’s no major retrofitting costs involved.

Another Option That Saves Energy

If you depend on electricity to heat your water, you have another choice that’s better than a conventional tank or a tankless water heater. And that’s an electric heat pump. It has a holding tank like a conventional water heater, but sitting atop the tank is a heat pump that captures warm air and transmits it to the water—sort of like a refrigerator working in reverse. Basically the heat pump is moving heat from one place to another rather than generating heat itself. That’s why it’s so energy efficient. “Heat pumps also have heating elements like conventional water heaters that turn on if the unit can’t generate enough hot water on its own,” says Banta.

We tested a 50-gallon Rheem electric heat pump that we
Operating costs were low, just $210. The replacement installation and new construction was under a year. If you’re considering an electric heat pump, check its space requirements. Because the heat pump adds height, the water heater needs more headroom than a conventional tank, at least 7 feet. They also need about 1,000 cubic feet of surrounding air to draw from, about the amount circulating in a 12-by-12-foot room.

**Check for rebates.** Whether your water heater installation is new or a replacement, you may be eligible for a rebate from your local utility company, which can offset some of the cost. To see whether your utility offers rebates, check its website or the federal Energy Star rebate finder and the Database of State Incentives for Renewables & Efficiency.
To: Board of Directors

From: David Fulcher, Fire Chief
By: Fred Lopez, Assistant Chief

Subject: Establish a contract for building permit review and inspections.

---

**Issue:**

The District currently relies on CAL FIRE staff to perform all building permit application plan reviews and inspections. Numerous and complex projects, limited staffing and an ever-increasing length of our fire season makes it extremely hard for CAL FIRE staff to keep up with the building permit plan reviews and inspections in a timely manner. This presents a problem for the applicants who are under time frames relating to construction loans and scheduling of building contractors.

The other issue is requiring uniform and consistent fire department conditions to the applicants. The majority of CAL FIRE staff receives no training on how to review building permit plans and apply the adopted fire code to a given building permit application. This leaves too many variations for interpretation of the fire code and could possibly lead to requiring the applicant something that is not applicable to their project or worse, not requiring something that is applicable to their project.

Consider establishing a contract for services relating to building permit plan reviews and the inspection services throughout the whole District.

**Discussion:**

By establishing an outside contract for all building permit plan reviews and inspections will enable the District to:

1. Provide a certified Fire Code Inspector to perform all functions relating to the building permit plan review and inspection process for the District.
2. This will insure uniform and consistency in the application of all adopted fire code regulations relating to all building permit plans and inspections.
3. This will insure timely reviews of building permit plans and inspections for the applicants.
Staff Report
July 16, 2019

**Recommendation:**

Staff recommends the Board consider entering a contract for building permit plan review and inspection services with CSG Consultants, Inc. (see attached proposal)
AGREEMENT FOR PROFESSIONAL SERVICES

PREAMBLE

This Agreement for the performance of professional services (“Agreement”) is made and entered into on this _____ day of __________, 2019 (“Effective Date”), by and between CSG Consultants, Inc., a California corporation, with its principal place of business located at 550 Pilgrim Drive., Foster City, CA 94404 (“Consultant”) and the Aromas Tri-County Fire Protection District, a California Fire Protection District organized and existing under California’s Fire Protection District Law of 1987, with its principal place of business located at 492 Carpenteria Road, Aromas, CA 95004 (“District”). District and Consultant may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

WHEREAS, District desires to secure professional services as described in Exhibit “A” entitled “Scope of Services and Fee Schedule”; and

WHEREAS, Consultant hereby represents that it possesses the professional qualifications and expertise to provide such services, and;

WHEREAS, the Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by District at its own risk and expense. Services to be provided to District include as-needed fire plan review and inspection services which are more fully described in Exhibit “A”, entitled “Scope of Services and Fee Schedule”. All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

2. TERM OF AGREEMENT

A. Consultant will begin providing the Services described herein upon receipt of an executed Agreement from District. Consultant must complete Services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties.

B. Unless extended by mutual written agreement of Parties, or terminated earlier
in accordance with this Agreement, Consultant’s obligation to perform Services shall commence as described above in paragraph 2A and shall continue in full force and effect until satisfactory completion of Services.

3. RESPONSIBILITY OF CONSULTANT

Consultant shall be responsible for the quality, technical accuracy, and coordination of Services furnished under this Agreement. Consultant will endeavor to provide Services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to District for the performance of Consultant, and any of its employees, agents, subcontractors, or suppliers under this Agreement.

Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

4. RESPONSIBILITY OF DISTRICT

A. On behalf of District, and through the authority of District Manager, the Fire Chief or designee shall be District’s authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to terms of Agreement.

B. On behalf of District, and through the authority of District Manager, the Fire Chief or designee shall be District’s authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Fire Chief shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant’s services. The Fire Chief or designee may delegate authority in connection with this Agreement to designees. Consultant shall promptly comply with instructions from Fire Chief and/or his/her designees.

5. PAYMENT OF COMPENSATION

A. In consideration for Consultant’s performance of Services, District shall pay Consultant pursuant to Consultant’s Standard Rate Schedule, the current version of which is outlined in the attached Exhibit “A”, entitled “Scope of Services and Fee Schedule.” Payments made by District under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification by District, pursuant to the standard rates set forth in the Fee Schedule. Consultant may begin services prior to the effective date of this Agreement at its own risk, with the understanding that, upon District approval, District may choose to compensate Consultant for services performed prior to
Council authorization, within the limits of the District Manager's authority.

B. Consultant shall bill District on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by District. Payment to Consultant for Services will be made within thirty (30) days of date of Consultant invoice. Amounts unpaid 60 days after invoice date shall bear interest at the rate of 1% per month.

6. **RIGHT TO TERMINATION**

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and District’s authorized representative after termination has been noticed under this provision (“windup services”). Consultant shall be entitled to compensation for all services rendered prior to termination, and any agreed-upon windup services.

7. **NO ASSIGNMENT OF AGREEMENT/SUCCEEDORS IN INTEREST**

This Agreement is a contract for professional services. District and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

8. **NO AUTHORITY TO BIND DISTRICT**

Consultant shall not have authority, expressed or implied, to act on behalf of District as an agent, or to bind District to any obligations whatsoever, unless specifically authorized in writing by the Fire Chief or his/her authorized representative.

9. **NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. **CONSULTANT IS AN INDEPENDENT CONSULTANT**

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is neither an agent nor employee of District. Consultant has full rights to manage its employees subject to the requirements of the law.

11. **CONFIDENTIALITY OF MATERIAL**
All memoranda, specifications, plans, data, drawings, descriptions, documents, discussions or other information received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of District, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant, which is otherwise known to Consultant or becomes generally known to the public or is of public record, shall be deemed confidential. Nothing under this Agreement shall be construed to interfere with the District’s performance of its obligations under the CA Public Records Act.

12. **RIGHT OF DISTRICT TO INSPECT RECORDS OF CONSULTANT**

District, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant’s compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to District. District shall disallow any expenses not so recorded.

Consultant shall submit to District any and all reports concerning its performance under this Agreement that may be requested by District in writing. Consultant agrees to assist District in meeting District’s reporting requirements to the State and other agencies with respect to Consultant’s Services hereunder.

13. **CORRECTION OF SERVICES**

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective Services at no further cost to District, when such defects are due to the negligence, errors, or omissions of Consultant.

14. **FORCE MAJEURE**

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days of the commencement of such condition, notify the District’s Fire Chief, who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services if such delay is not the fault of Consultant. District’s Fire Chief’s determination in this respect shall be final and conclusive upon the parties to this Agreement.
15. **FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

16. **HOLD HARMLESS/INDEMNIFICATION**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless District from any and all losses, damages, liabilities or costs (including reasonable defense costs recoverable under applicable law on account of negligence) resulting from third-party claims to the extent caused by Consultant’s recklessness, willful misconduct, or Consultant’s negligent acts, errors or omissions in the performance of Services under this Agreement or that of anyone for whom Consultant is legally responsible, except to the extent caused by District’s negligence, recklessness or willful misconduct or that of anyone for whom District is legally responsible. For the purposes of this Agreement, to the extent applicable, the provisions of California Civil Code Section 2782.8 are incorporated herein by reference.

17. **INSURANCE REQUIREMENTS**

   **A.** Without limiting Consultant’s indemnification of District, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverage’s, provisions and endorsements:

   1. **Commercial General Liability Policy (bodily injury and property damage):**
      Policy limits are subject to review, but shall in no event be less than, the following:
      - $1,000,000 Each Occurrence
      - $1,000,000 General Aggregate
      - $1,000,000 Products/Completed Operations Aggregate
      - $1,000,000 Personal Injury

   2. **Workers’ Compensation Insurance Policy** as required by statute and employer’s liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

   3. **Comprehensive Business Automobile Liability Insurance Policy** with policy limits at minimum limit of not less than one million dollars ($1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.
4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim/aggregate.

B. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with District all certificates for required insurance policies for District’s approval as to adequacy of insurance protection.

C. ADDITIONAL INSURED ENDORSEMENT

General liability insurance shall include endorsements that:

a. Identify the policy number;

b. Include a statement that “Aromas Tri-County Fire Protection District, including its officers, employees and volunteers are additional insureds”;

c. Include a statement that the insurance shall be primary and that the insurance shall not be cancelled except upon prior written consent to District (30 days prior);

d. Endorsements must be signed by the insurance company or broker, and provided to the District;

e. Any deviations from the above insurance requirements must be approved by the District’s counsel.

18. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by District and Consultant, shall be incorporated via amendments to this Agreement.

19. WAIVER

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any
other different or subsequent breach or default

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

20. **INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT**

This Agreement embodies the Agreement between District and Consultant and its terms and conditions. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of District prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon District.

All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto, are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

21. **SEVERABILITY CLAUSE**

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the Company.

22. **NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to District addressed as follows:

Fred Lopez  
Assistant Chief  
Aromas Tri-County Fire Protection District  
2221 Garden Road  
Monterey, CA 93940

And to Consultant addressed as follows:  
Cyrus Kianpour
23. **STATUTES AND LAW GOVERNING CONTRACT**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

24. **WAIVER OF CONSEQUENTIAL DAMAGES**

District and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

25. **DISPUTE RESOLUTION**

A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and District regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of San Mateo appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of a mediator shall be borne by the Parties equally, and each Party shall bear its own costs incurred in connection with mediation, including but not limited to attorneys’ fees.

26. **VENUE**

In the event that suit shall be brought by either Party, the Parties agree that the venue shall be exclusively vested in the State Courts of the County of San Mateo or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco.

27. **SIGNATURES**
The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and District.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

Approved as to form:

“District”
Aromas Tri-County Fire Protection District
Name: ____________________________
Title: ____________________________

“Consultant”
CSG Consultants, Inc.
a California corporation

Name: Cyrus Kianpour, P.E., P.L.S.
Title: President
Exhibit A
Scope of Services & Fee Schedule

CSG Consultants’ services and capabilities available to the Aromas Tri-County Fire Protection District include but are not limited to the following. Additional services to address specific needs of the District may include, for example, entering impact fees into the District’s Accela permitting system as well as designing the District’s fee schedule.

FIRE PREVENTION SERVICES OVERVIEW

The extensive and ever-evolving regulations affecting the design and construction of today’s complex buildings require specialized code training, education, and experience—while tight schedules and budgets require movement of plans through the permit process quickly and efficiently yet, thoroughly examined and inspected. CSG employs a team of professionally certified fire plan reviewers, fire inspectors, fire protection engineers, and fire marshals/fire department operations personnel to support front counter procedures, review plans, and inspect structures for code compliance.

CSG’s expertise is multi-faceted, gained from extensive experience in plan review, code enforcement, code development, code instruction as well as fire suppression. Members of our Fire Prevention Division are recognized for their service on local, state and national code (ICC and NFPA) development committees and advisory groups. We have expertise in a wide range of project types:

- Single family and multi-family developments
- High-rise commercial & residential
- Manufacturing plants
- Petrochemical
- Specialized technology/industrial
- High-pile/rack storage
- Refrigerated storage

Our extensive experience in furnishing comprehensive fire prevention services to jurisdictions provides a consistent, strong technical foundation to all projects.

- Expeditious code analysis with innovative, expert solutions that meet code requirements—protecting occupants, property and emergency personnel while serving the needs of communities, developers and businesses through reductions in costly redesigns.
- Collaboration between our Fire Prevention plan review and Fire Protection Engineering staff, providing complete review of alternative means and methods, fire protection systems, and other complex and diverse fire prevention situations.
- Prompt plan review turnaround times that are further streamlined by the scanning of all plans and use of digital plan review.
- Customized services, including onsite or on-call plan review depending on clients’ specific needs.
- Seamless integration with client agencies consistently implementing their policies and procedures and delivering continuous services to their customers.
- Fire inspection for all phases of construction and all types of fire protection systems, with expertise to analyze options if deficiencies exist.
- Rapid inspection response via centralized inspection request scheduling and our personnel’s online access to digital project records.
FIRE PLAN REVIEW SERVICES

CSG furnishes fire and life safety, fire department access and water supply, wildland urban interface, fire protection systems and special hazards, plan review for all structures with emphasis on the unique needs and requirements of each of our clients. We are experienced in the special requirements and risks associated with industrial and commercial buildings, single- and multi-family complexes. Our plan review staff carefully review all documents for compliance with applicable building codes, fire codes, standards, industry regulations, and all local ordinances. From digital plan review to meeting turnaround times and assisting in last minute inspection requests, CSG will deliver quality customer service to both District staff, and to the ultimate client—the citizens and community.

CSG serves as an active partner, working as an extension of the District in performing the requested scope of services and working closely with the development community and public. CSG will meet and may provide faster than scheduled turnaround times. Our online project tracking system will keep District staff and the project team informed on the status of the plan review process. All fire plan review and inspection personnel are thoroughly trained and familiar with jurisdictional processes, working within multiple departments, and serving the public.

Compliance Standards
Our fire plan review staff review plans for compliance with all policy and model codes adopted by the State and local jurisdiction, including but not limited to:

- California Fire Code
- California Building Code
- California Residential Code
- California Electrical Code
- California Plumbing Code
- California Mechanical Code
- State Historical Building Code
- California Health and Safety Code
- California Code of Regulations – Title 19
- National Fire Protection Association (NFPA) Standards as published and referenced by the California Fire Code
- Local adopted ordinances and amendments relative to building, fire, and municipal codes, including project Conditions of Approval from other departments, divisions, and regulating agencies.

Digital Plan Review
CSG began the transition to digital plan review over 18 years ago, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG are immediately scanned into digital files and stored on CSG’s servers for quick access by both our clients and our plan reviewers. Our plan reviewers furnish electronic versions of their plan comments conforming to each client’s established correction list templates. Plan check comments can be delivered electronically by email or other District approved means, enabling staff to immediately modify CSG’s checklist for incorporation with other department comments. Upon request, clients can be provided with a set of digitally scanned plans at no cost and including convenient, “green” (paperless) storage of all construction-related documents.

CSG provides industry-leading pure digital plan review workflow for those, jurisdictions who request this service. CSG has developed a secure web application for an applicant to submit digital files directly to us,
which includes an online portal for the applicant/jurisdiction to retrieve comments and submitted digital files with redlines. This online portal tracks all submittals, including re-submittals until the plans have been approved. Key features of our digital plan review service include:

- **Efficient.** Plans are pushed to plan review staff the same day they are received. There is no “bin time.”
- **User-Friendly.** CSG developed our own web-based portal to manage the electronic file submittal process. By using a web interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex FTP settings.
- **Proven.** We have provided a digital plan review option to our clients for over 18 years.
- **Non-Proprietary.** CSG’s electronic review process is 100% PDF based with no additional software required to view redlines.

**Online Plan Check Status**

CSG offers a convenient service allowing clients to check plan review status and comments online. By logging on to our website, clicking on Plan Check Status, and entering a password, staff as well as authorized applicants, can view each project document and communicate with the plan checker via e-mail or electronic post-a-note. With a password, staff or authorized applicants can download comments from the web upon completion of the plan review. **There is no additional cost for this service.**

**Plans Pickup and Delivery**

CSG will arrange for pickup and delivery of plans to/from District offices. The pickup and delivery of plans and other materials will be provided at **no additional cost.**

**Plan Check Comments**

All plan check comments will be formatted to the District’s established correction list templates. Any additional forms established by the District for alternative methods of construction and/or deviations from requirements will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other District approved means. This will enable District staff to immediately modify our checklist for incorporation with other department comments.

**Standard Turnaround Times**

CSG works hard to provide the best quality and most timely service in the industry. We pride ourselves in maintaining the requested plan review times for all our clients—**even delivering faster than our own deadlines.** Our goal is to approve code-complying projects and to successfully and quickly move work through jurisdictional processes. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the designated representative and negotiate additional time required to ensure an appropriate level of review.

The following are CSG’s proposed turnaround times.

<table>
<thead>
<tr>
<th>REVIEW</th>
<th>TURNAROUND TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Submittal</td>
<td>10 business days</td>
</tr>
<tr>
<td>Second Submittal and Subsequent Submittals</td>
<td>5 business days</td>
</tr>
<tr>
<td>Accelerated Submittal and Subsequent Submittals</td>
<td>5 business days</td>
</tr>
</tbody>
</table>
FIRE INSPECTION & CODE ENFORCEMENT SERVICES

Construction Inspection
CSG offers experienced, CSFM/ICC certified inspectors. Typical responsibilities include but are not limited to providing inspection services for fire and life safety systems and construction, and maintaining records and files concerning fire permits and code administration documents. We offer fully integrated, multi-disciplined fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. Our inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers. Specific inspections include, but are not limited to:

- Automatic Fire Sprinkler Systems
- Engineered and Pre-engineered Fire Protection Systems (e.g., kitchen hoods, spray booths, clean agent systems)
- Fire Alarm Systems
- Development Improvements (e.g., fire hydrant and other types of water supply systems, fire department access, underground fire Services)

Code Enforcement
Code enforcement is a critical element in the success of fire prevention programs and ensuring state mandated occupancies are in compliance with state law. CSG fire personnel are well-versed in applying the fire code for permitted sites such as hazardous materials facilities as well as public and private schools, state-licensed facilities, hotels, motels and apartment complexes to ensure compliance with the codes under which they were constructed. CSG’s team of fire service specialists possesses the code knowledge necessary to effectively identify hazards and code violations and conduct code enforcement inspections in a manner that best meets the specific fire prevention goals of our clients. While conducting code enforcement inspections, our fire service specialists educate business and property owners in fire safety and aim to develop or change attitudes towards fire prevention.

Continuing Certification and Training
We take pride in employing inspectors who are motivated to achieve a variety of experiences and highest level of certification. We work hard to match your jurisdiction’s level of safety and code compliance and understand that personality and customer service are crucial to on-the-job success. All CSG inspectors are ICC and/or CSFM certified and/or possess additional required certifications. In addition, they routinely update their knowledge and skills through specialized training classes and seminar attendance in approved and modern methods, materials, tools and safety used in inspection, as well as the most current building standards.
AVAILABILITY & CUSTOMER SERVICE

One of CSG’s key functions is to serve as a seamless extension of District staff. We clearly understand the importance of our role in the success of the District and commit to providing its citizens and business partners—residents, architects, engineers, developers, contractors—as well as District staff, the highest level of service. We believe effective communication and excellent customer service are essential to continuing a successful working relationship between the District, CSG, and the development community.

Office Hours and Meeting Availability
CSG staff is available for applicant inquiries or conferences anytime during regular business hours without charge via telephone; 8:00 AM to 5:00 PM, Monday through Friday. We can easily alter our hours to meet the District’s needs. Evenings and weekends for special events and meetings can be accommodated with 48-hours notice. Messages will be returned within 1 business day of receipt. For your convenience, we are also available to meet with District staff, architects, designers and applicants. We recognize the value of pre-design consultation with prospective applicants and are available to provide this service as well. Our staff will be available in person for consultation and meetings with a reasonable lead time.

Response to District Questions or Requests
CSG staff can typically respond to the District for all questions or requests generated during field inspections or any plan review during the same day, but no later than the following day a request is received.
Fee Schedule

CSG’s fee schedule for proposed work is provided in the table below. CSG will coordinate the pickup and return of all plans to CSG. This service is provided at no additional cost.

<table>
<thead>
<tr>
<th>REVIEW TYPE / ROLE</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Plan Check</td>
<td>$105 / Hour</td>
</tr>
<tr>
<td>Expedited Fire Plan Check</td>
<td>1.5 x Hourly Rate</td>
</tr>
<tr>
<td>Fire Inspection</td>
<td>$105 / Hour</td>
</tr>
</tbody>
</table>

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the District prior to proceeding. Overtime work will be billed at 1.5 times the associated hourly rate. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.
Emergency Medical Care Committee
MEETING & AGENDA INFORMATION

*SPECIAL MEETING*

Listening Session to Hear Stakeholder and Public Comments on Ambulance RFP, Ambulance Contract, and Ambulance Service within Monterey County

<table>
<thead>
<tr>
<th>Members:</th>
<th>Please reply with your attendance by noon on the Tuesday prior to the meeting. If a quorum is not determined by noon, the group will be notified of a cancellation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>Friday, July 19, 2019</td>
</tr>
<tr>
<td>Time:</td>
<td>09:00am – 12:00pm</td>
</tr>
<tr>
<td>Location:</td>
<td>1441 Schilling Place, Salinas, CA 93901</td>
</tr>
<tr>
<td>Room:</td>
<td>Cayenne Conference Room, North Building</td>
</tr>
<tr>
<td>Materials:</td>
<td><a href="#">Agenda Packet</a></td>
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For more information regarding the Emergency Medical Care Committee, please visit the committee webpage or contact Teresa Rios, Management Analyst at (831) 783-7082 or [riost@co.monterey.ca.us](mailto:riost@co.monterey.ca.us).
AGREEMENT FOR AUTOMATIC AID
AROMAS TRI-COUNTY FIRE PROTECTION DISTRICT
and
HOLLISTER FIRE DEPARTMENT

THIS AGREEMENT, made and entered into this ___ day of ______ 2019, by and between the CAL FIRE Aromas Tri County FPD (hereinafter referred to as “ATC”) and the Hollister Fire Department (hereinafter referred to as “HFD”), collectively, the Agencies or Parties.

WITNESSETH:
WHEREAS, ATC maintains and operates a Fire Protection Organization; and

WHEREAS, HFD operates a Fire Protection Organization covering the unincorporated and incorporated areas covering San Benito County.

WHEREAS, it is the desire of ATC and HFD hereto to render automatic aid to each other, utilizing the, “closest resources concept” for structure fires, wildland fires, motor vehicle emergencies and hazardous material incidents; and

WHEREAS, Automatic Aid shall mean “responding to an emergency in an adjacent fire district as a matter of initial assignment and, without being requested by the responsible agency”.

WHEREAS, each party has the ability to provide the above desired automatic aid when not committed to another emergency.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

1. Response Areas:
   a. Within Areas M11N1, M11, ATCA2, LRATC, M11S, M14N, upon receipt of a 911 call for a structure fire within ATC jurisdiction, HFD will respond with one Type 1 engine.
   b. Within Response Areas M11N1, M11, ATCA2, LRATC, M11S, M14N, upon receipt of a 911 call for a vegetation fire at all dispatch levels within ATC jurisdiction, HFD will respond with one Type 3 or Type 6 engine.
   c. Within Response Areas M11N1, ATCA2, LRATC, M11S, upon receipt of a 911 call for a motor vehicle emergency within the ATC jurisdiction, HFD will respond with one Type 1 engine.
d. Within Response Areas LRSBN1, M6S, M24N, M24S, LRJSBN, SJBFD, upon receipt of a 911 call for a structure fire within HFD jurisdiction, ATC will respond with one Type 1 engine.

e. Within Response Areas LRSBN1, M6S, M24N, M24S, LRJSBN, SJBFD, upon receipt of a 911 call for a vegetation fire at all dispatch levels within ATC jurisdiction, HFD will respond with one Type 1 engine.

f. Within Response Areas LRSBN1, M6S, M24N, LRJSBN, upon receipt of a 911 call for a motor vehicle emergency within the HFD jurisdiction, ATC will respond with one Type 1 engine.

2. Command Authority

a. When operating at an incident, each Party will use the command and tactical frequencies assigned by the jurisdictional agency’s Emergency Command Center or Emergency Dispatch Center.

b. The first arriving resource to incidents will assume command with the expectation to transition command to the first arriving Authority Having Jurisdiction (AHJ) resource. It may be mutually agreed by the AHJ resource and initial Incident Command (“IC”) to keep command authority with the initial IC to continue flow of operations. The expectation is to eventually transition command authority to the AHJ Officer in charge. c. In no case shall the AHJ resource be canceled without approval of that agency’s officer in charge, however, resources can be reduced to “code 2” and continue to the scene.

d. Parties shall ensure all participating firefighters wear full protective clothing and equipment when exposed to hazardous elements on the scene of an emergency incident.

e. Responsible jurisdiction will utilize supporting agency resources to the extent required to bring emergency under control.

f. Parties shall train together at least twice annually on Standard Operation Procedures that apply to each agency. Standard Operation Procedures must be utilized on all incidents.

3. ATC and HFD shall hold each other harmless from liability for acts or omissions of the other, its officers, employees, or agents in connection with the performance of this Agreement.


a. All services provided by either HFD or ATC under this Agreement shall be performed without additional monetary compensation. The mutual advantages,
protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to both jurisdictions.

b. Each party shall provide Worker’s Compensation for its own personnel while working under this agreement.

c. If aid is requested for more than 2 hours for motor vehicle accident scenes, 4 hours at structure fire scenes, and 12 hours at vegetation fire scenes, the AHJ may be billed at the rates established in the California Fire Assistance Agreement (CAL FIRE POLICY 8513-1). Exceptions to cost reimbursements may be agreed upon between the Parties’ Agency Representatives and ICs. Any requests for aid not covered in this Agreement shall be handled under the day-to-day Mutual Aid.

5. The responsible jurisdiction, when on the scene, shall be responsible for filing, and storing all required reports. If the responsible jurisdiction is not on the scene, the jurisdiction providing aid shall be responsible for filing, recording, and storing of all required reports to local or state agencies according to its standard procedure.

6. This Agreement contains all of the terms and conditions agreed to between the parties. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.

7. The Fire Chiefs of the parties to this Agreement shall have the authority to amend the identified response areas on the attached map, and execute any documents required to implement such amendments. Any such amendments shall be mutually agreed upon and require the written consent of the Fire Chiefs of the Parties.

8. This Agreement shall commence upon execution of the Agreement by both Parties, and shall remain in effect until modified or terminated. Both ATC and HFD will review and determine if the general public benefits from such agreement annually. Either Party may terminate participation in this Agreement after providing a 30 day advance written notice.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as the day ____ of ____________, 2019.

___________________________________________________________
CALFIRE/Aromas Tri-Counties FPD
David Fulcher, Unit Chief

___________________________________________________________
Hollister Fire Department
Bob Martin Del Campo, Fire Chief
Maps Included
M11N1

Includes Highway 129 and River Oaks Mobile Home Park
Auto aid response from HFD to ATC for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
M11

Includes ATC district within San Benito County

Auto aid response from HFD to ATC for structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)

Response Times to St 35 – ATC: N/A, HFD: 12:11, NCFPD, 12:18
ATCA2

Includes Highway 129 east to the ATC district line, Rogge, and Old Chittenden
Auto aid response from HFD to ATC for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
No changes to Auto aid response from PAJ to ATC
LRATC

Includes LRA portion of Highway 129 and Highway 101
Auto aid response from HFD to ATC for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
No significant locations. Response area located between M11 and LRSBN1
M11S

Includes Highway 101 south to the San Juan Exit

Auto aid response from HFD to ATC for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)

Response Times to 101 & 129 – HFD: 5:03, ATC: 10:30, NCFPD: 11:07
Response times to 101 & San Juan – ATC: 5:52, HFD: 6:45, NCFPD: 6:50
M14N

Includes the Red Barn and Ballantree area
Auto aid response from HFD to ATC for structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
**LRSBN1**

Includes Highway 101 from ATC district line to the San Clara County line and the Betabel RV Resort. Auto aid response from ATC to HFD for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)

Response Times to 101 & Betabel – **HFD: 6:33, ATC: 11:57, NCFPD: 12:37, Gilroy FD 13:22. Remaining HFD Units are 17:00 minutes out.**
M6S

Includes Y Rd. on the east side of Highway 101
Auto aid response from ATC to HFD vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
The remainder of M6S is absorbed into response area M7
M24N

Includes the rural area from Highway 101, Hwy 156 East to Monterey Street to the San Juan Bautista City limits.

Auto aid response from ATC to HFD for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
M24S

Includes Salinas Highway from the county line to the San Juan Bautista City limits
Auto aid response from ATC to HFD for structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
LRSJBN

Includes San Juan Rd. to the San Juan Bautista City limits and target hazards, including Anzar High School and Earthbound Farm

Auto aid response from ATC to HFD for vehicle accidents, structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)

Response Times to Anzar High School – HFD: 5:13, ATC: 11:11, NCFPD: 11:48, Remaining HFD Units 16:00 minutes out
**SJBFD**

Includes all of San Juan Bautista City, with the exception of a portion of Highway 156
Auto aid response from ATC to HFD for structure fires, vegetation fires. (excludes ringing alarms and smoke investigations)
See attached Response Matrix
To: Board of Directors

From: David Fulcher, Fire Chief
By Fred Lopez, Assistant Chief

Subject: Staffing Options and Revenue Sources

The board discussed the option of holding off on a ballot measure. Staff recommended that moving forward with the ballot measure along with other funding options.

- Measure X in November 2016 cost the District $18,163, $13298 was for County election fees, $5,322 was for legal fees.


Staff was asked the taxing percentages varied in the county.

- The percentages were established after Prop 13 was passed back in 1978. The percentages were based on what the districts’ tax rates were prior to Prop 13.
- Per LAFCO MSR 2012 The variation in revenue is due to a number of factors, including: 1) the date of a District’s formation and past taxation levels; 2) differences in assessed valuation; 3) land development and property sales within the agency’s boundaries; and 4) the willingness of local voters to propose and approve tax measures.
  - Monterey County’s AB 8 Rate for the District is: .00118156 2017/18 Revenue of $741,001.00 for 1,182 parcels from the Monterey County portion of the District.
  - San Benito County’s Rate is: .00677886 revenue estimate for fiscal year 2018-19 of $601,908.00 for 1,702 parcels in the San Benito Co. portion of the District. (Improved and unimproved)
  - Santa Cruz County’s rate is .00008744415. Revenue FY 17/18 $34,338.00 for 89 parcels.

- Staff was asked for a District Position paper.

The Aromas Tri-County Fire Protection District has contracted fire protection and life safety services with the California Department of Forestry and Fire Protection for over 25 years.
This mutually beneficial agreement provided the district with the ability to adjust staffing cost by the state absorbing high cost positions and sharing management and administrative positions with other districts whom were also in cooperative agreements with the California Department of Forestry and Fire Protection.

In the early years of this agreement, the District achieved an increase in staffing and response capability due to decreased cost and healthier revenue streams. Unfortunately, the cost of living over the past decade and the economic downturn in 2008, has the District forecasting financial hardships threatening the remaining staffing and response capability.

The District has reduced staffing over the last decade from 5 persons on duty each day down to two persons on duty each day. Operational expenditures have remained well under budget to bolster any revenue recovery, yet this has shown to be insufficient.

There is nothing left to cut in the District budget. The District must increase revenue to maintain the fire station budget. Without an increase in revenue the Aromas Tri-County Fire District will spend its reserves and be unable to staff an emergency response.

- Staff was asked for the different costs regarding a ballot measure.

Please see below the estimated costs for a mail-ballot election. Please note the estimated costs is for Monterey County and represents a very general average for all districts in Monterey County. The Aromas Tri-County Fire Protection District also falls in the San Benito and Santa Cruz jurisdictions.

Also, please have the district’s attorney review Division 4 of the California Elections Code to determine if the district qualifies for a mail ballot election. If the district qualifies, the mail ballot election dates are pursuant to Elections Code 1500.

**Mail ballot election dates**

Election Code 1500

The established mailed ballot election dates are as follows:
(a) The first Tuesday after the first Monday in May of each year.
(b) The first Tuesday after the first Monday in March of each even-numbered year.
(c) The last Tuesday in August of each year.

(Amended by Stats. 2004, Ch. 817, Sec. 7. Effective January 1, 2005.)

A resolution with measure text would have to be filed no later than 88 days before the established election date.

Estimated costs for the different election types are listed below:
- Stand Alone Mail Ballot Election = $8 to $10 (estimated cost per registered voter) - $17,750 (Monterey County Voters only)
- Stand Alone Election (includes poll places and vote by mail) = $14 to $20 (estimated cost per registered voter) - $35,500 (Monterey County Voters Only)
The number of registered voters for Aromas Tri-County Fire Protection District in Monterey County is 1,775 as of September 17, 2018. Please contact Santa Cruz County Elections and San Benito County Elections to obtain the number of registered voters in their counties.

A number of factors will impact the actual cost of the election including, but not limited to, a ballot measure, printing full measure text in the voter guide, the length of the measure text, the number of districts going to election, etc.
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Page 2
<table>
<thead>
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<th>Expense</th>
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Aromas Tri-County Fire Protection District
Monthly Budget Status Report
June 2019

TOTAL
0.00
**Budget Status Report YTD**  
July 2018 through June 2019

<table>
<thead>
<tr>
<th>Income</th>
<th>Jul '18 - Jun 19</th>
<th>Budget</th>
<th>% of Budget</th>
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<tr>
<td>4015 Current Supplemental</td>
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<tr>
<td>4122 Proposition 172 Funds</td>
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<td>4123 CSA 74 Measure &quot;A&quot; Funds</td>
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<td>4311 Interest</td>
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<table>
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<tbody>
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<td>5080 Food</td>
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<td>5100 Insurance- General</td>
<td>5,976.00</td>
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<td>5110 Insurance-Workers Comp</td>
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<td>5140 Medical Supplies</td>
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## Budget Status Report YTD
### July 2018 through June 2019

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<th>% of Budget</th>
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### Aromas Tri County Fire Protection District

#### Disbursements (cumulative)

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<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<tbody>
<tr>
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<td>$1,438,663</td>
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<td><strong>2017-18</strong></td>
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## Aromas Tri County Fire Protection District

### Revenue (cumulative)

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<th>September</th>
<th>October</th>
<th>November</th>
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<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>$125,192</td>
<td>$250,383</td>
<td>$375,575</td>
<td>$500,767</td>
<td>$625,958</td>
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## Aromas Tri County Fire Protection District

### Liquid Assets

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<th>October</th>
<th>November</th>
<th>December</th>
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<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<tbody>
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<td></td>
</tr>
<tr>
<td>5090 Household Expense</td>
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