

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

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

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

CHINO VALLEY INDEPENDENT FIRE DISTRICT
Special Meeting - Standing Committee Meeting
Finance Committee

Administrative Headquarters
14011 City Center Drive
Chino Hills, CA 91709

Monday, May 23, 2022

8:00 a.m. - Open Session

AGENDA

**** TELECONFERENCE MEETING INFORMATION****

In accordance with AB 361 this meeting will be conducted remotely.

In order to participate in this meeting, please follow the following instructions.

Current Meeting GoToWebinarURL:

<https://attendee.gotowebinar.com/register/2940916950205846030>

Please be aware that when you join the meeting real-time, your screen name will appear on the GoToWebinar screen.

For ADA accommodations, please contact the Clerk of the Board at (909) 315-8805 or by email at clerk@chofire.org 48 hours prior to the meeting.

REAL-TIME AND RECORDED PUBLIC VIEWING OF COMMITTEE MEETINGS

The Committee will use the platform GoToWebinar to hold Committee Meetings. Register using the GoToWebinar URL listed on the Committee meeting agenda. Upon entering the meeting, you will be in listen-only mode and muted until called on.

For telephone real-time listen-only mode, registration is not required. Please follow the instructions below:

1. Call: 1 (866) 901-6455
2. Enter attendee number: 621-908-307
3. Select the # key: 489-068-334

PUBLIC COMMENTS

The public will have the option to either submit a public comment by email to be read into the record by the Clerk of the Board at the requested time during the Committee Meeting, or participate real-time at the appropriate requested time during the meeting by registering for the meeting and selecting the “raise hand” feature and the appropriate time.

PUBLIC COMMENT – To be read by the Clerk of the Board during Committee Meeting:

- Email your comments to clerk@chofire.org
- Email subject line should read: “Public Comment – Read by Clerk of the Board.” List date of meeting. The body of the email should include the public comment exactly as it should be read by the Clerk of the Board during the meeting. Specify if the comment is on a topic not on the agenda. If the topic is not on the agenda, please provide a topic description. If the comment is on a specific item on the agenda, please clearly describe the location of the item on the agenda such as New Business and state the number of the agenda item.
- Comments read by the Clerk of the Board must be limited to 300 words.
- Submit emails 1 hour prior to the start time of the Committee Meeting.
- Please note that your name will be read into the record.

PUBLIC COMMENT – Real-time public participation during Committee Meeting:

If you wish to provide a real-time public comment, please register at GoToWebinar URL:

<https://attendee.gotowebinar.com/register/2940916950205846030>

When registering for a real-time public comment, specify if the comment is on a topic not on the agenda. If the topic is not on the agenda, provide a topic description. If the comment is on a specific item on the agenda, clearly describe the location of the item on the agenda such as New Business and state the number of the agenda item. You may also use the “raise hand” feature at the appropriate time and you will be called upon and unmuted.

- Log on to GoToWebinar with the URL link provided on the Committee agenda 15 minutes prior to the start of the meeting. Upon entering the meeting you will be muted.
- Registered attendees will be unmuted at the time of the public comment.
- Attendees may also need to “unmute” their own devices to be heard.
- When your name is called, begin the public comments by stating your name and address (optional) for the record.
- Comments must be limited to 5 minutes.

ROLL CALL

FLAG SALUTE

INVOCATION

Chaplain Henry Aguilar

PUBLIC COMMUNICATIONS

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

Due to Board policy and Brown Act requirements, action may not be taken on any issue on the agenda. When you address the Committee, please state your name and address (optional)

prior to making your remarks. Please limit your comments to 5 minutes.

MINUTES

1. Minutes - March 28, 2022, Meeting

OLD BUSINESS - None

NEW BUSINESS

2. RESOLUTION NO. 2022-11 APPROVING CAL FIRE FY 2022-23 CONTACT AGREEMENT NO. 2022- 05

Purpose is for the Finance Committee to review and approve Resolution No. 2022-11, approving Agreement No. 2022-05 with the California Department of Forestry and Fire Protection (Cal Fire) from July 1, 2022, through June 30, 2023.

ADJOURNMENT

I, Sandra Heney, Clerk of the Board, on behalf of the Board of Directors, do hereby certify that a copy of this agenda has been posted by 6:00 p.m. on May 20, 2022.



Sandra Heney, Clerk of the Board

CHINO VALLEY INDEPENDENT FIRE DISTRICT

NO STAFF REPORT

Minutes - March 28, 2022, Meeting

ATTACHMENTS:

Minutes - March 28, 2022, Meeting

CHINO VALLEY INDEPENDENT FIRE DISTRICT

Special Meeting - Standing Committee Meeting

Finance Committee

Administrative Headquarters
14011 City Center Drive
Chino Hills, CA 91709

Monday, March 28, 2022
4:00 p.m. Committee Meeting

MINUTES

TELECONFERENCE MEETING ANNOUNCEMENT

President Kreeger opened the meeting at 4:00 p.m. and stated that in accordance with AB361, the Chino Valley Fire District will hold the Special Committee meetings of the Board of Directors remotely. He explained the process for members of the public to participate in the meeting and provide public comment. President Kreeger also announced that the meeting would be recorded.

ROLL CALL

President Mike Kreeger
Vice President John DeMonaco
Fire Chief Dave Williams
Deputy Chief Nathan Cooke
Deputy Chief Carlos Skibar
Deputy Chief Jeremy Ault
Finance Director Steve Heide
Clerk of the Board Sandra Heney
Administrative Secretary Cisneros

FLAG SALUTE

President Mike Kreeger

INVOCATION

Chaplain Henry Aguilar

CHANGES TO THE AGENDA

President Kreeger asked Clerk of the Board Sandra Heney if there were any changes to the agenda.

Clerk of the Board Heney stated that there were no changes.

PUBLIC COMMUNICATIONS

None.

MINUTES

1. Minutes – February 28, 2022 Meeting

The Committee agreed to file the minutes, as presented.

OLD BUSINESS

None.

NEW BUSINESS

2. RESOLUTION NO. 2022-05 ALLOCATING SURPLUS FUNDS TO REDUCE PENSION LIABILITIES THROUGH BUDGET AMENDMENT NUMBER 5 FOR FISCAL YEAR 2021-2022

Purpose is for the Finance Committee to discuss options for allocation of funds received from the state COVID-19 Special District Relief Fund.

Accountant Dawn Burns stated that the 2021 California State Budget Act appropriated \$100 million one-time state General Funds to provide fiscal relief to independent special districts for revenue losses and or unanticipated costs incurred due to the COVID-19 public health emergency.

Accountant Dawn Burns stated that the California Department of Finance (DoF), in consultation with the California Special Districts Association (CSDA), developed a methodology to allocate these funds to independent special districts. Each qualifying district that applied received an allocation based on its proportionate share of the total unanticipated costs and revenue losses incurred by all districts during the following eligible periods:

1. Revenue Losses—Revenue losses, from all fund sources, incurred due to the COVID-19 public health emergency during the 2020-21 state fiscal year, compared to the revenue from all fund sources in the 2018-19 state fiscal year (July 1 through June 30—which serves as the base period to which the revenues will be compared).
2. Unanticipated Costs—Unanticipated costs incurred due to the COVID-19 public health emergency during the period starting March 4, 2020 and ending June 15, 2021. This aligns with similar federal fiscal reporting timeframes.

Accountant Dawn Burns stated that while the District was unable to apply for funding under the revenue losses eligibility test, we were able to seek reimbursement for significant unanticipated costs during the public health emergency, for the period from March of 2020 through mid-June of 2021.

Accountant Dawn Burns stated that the District received notification of the opening of the DoF online application period. She further stated that in mid-December, the District was notified that our application had been approved for an award of \$3,320,209, and in early January we received the funds.

Accountant Dawn Burns stated that while there are no restrictions on the use of the funds and since these reimbursements received are associated with expenditures in prior fiscal years, staff is seeking direction regarding the Board's desire to allocate these unbudgeted funds toward specific purposes. She further stated that at this time, staff is proposing that the total award be allocated equally among the following important purposes:

1. Emergency contingency fund replenishment – ambulance purchases
2. Station 68 construction project – contingency funding
3. Pension obligations – paydown of unfunded actuarial liabilities in current fiscal year

Accountant Dawn Burns stated that in August, the Board approved up to \$1,035,000 in unbudgeted funds from the emergency contingency fund for the purchase and equipping of four critically needed ambulances necessary for emergency patient transport.

Accountant Dawn Burns stated that in February, the District entered into an agreement with the City of Chino Hills for construction of Fire Station 68 in Chino Hills. She further stated that unprecedented inflation, continuing supply chain issues, and labor shortages contribute to significant uncertainty associated with the overall project budget. In addition to facility construction, the District will also need to acquire additional apparatus, as well as other equipment and supplies for the new station as part of the project. The project timeline is likely to be 18 to 24 months from project award. The project is anticipated to go out for bid in the next several months.

Accountant Dawn Burns stated that advanced pension payments result in significant long-term interest savings and ensure that pension liabilities are not deferred to future generations of taxpayers.

Accountant Dawn Burns stated that staff will also be presenting a recommendation to the Board regarding the allocation of funds from the FY21 budget surplus toward pension obligations, as per policy, in April.

It is recommended that the Finance Committee discuss the proposed allocation of COVID-19 Special District Relief Funds, and provide direction to staff.

President Kreeger asked Clerk of the Board Heney if there was Public comment.

There was no public comment.

President Kreeger asked for Committee comment.

Vice President DeMonaco asked

Accountant Dawn Burns about the 1/3 of the amount going to pension obligations.

Accountant Dawn Burns stated that any funds that go into the 115 Trust which is considered irrevocable but is able to serve as a contingency fund to take funds out of this

trust to use towards pension obligations. She further stated there are opportunities to redirect funds from the 115 Trust to relieve budget obligations associated with pension expense.

Vice President DeMonaco stated that he recommends to identify what amount goes into the 115 Trust and what amount goes to PERS so that the board is clear where the money is going.

Accountant Dawn Burns stated that staff recommends a 50/50 allocation to PERS and the 115 Trust.

President Kreeger stated that he agrees with Vice President DeMonaco on the 50/50 allocation. He further recommended to Accountant Dawn Burns to include it in the staff report for the full board.

The Finance Committee agreed to move this item to the Full Board for approval as a consent item.

3. RESOLUTION NO. 2022-06 APPROVING MID-YEAR BUDGET AMENDMENTS AS BUDGET NUMBER 6 FOR FISCAL YEAR 2021-22

Purpose is to review and discuss Resolution No. 2022-06, approving mid-year budget adjustments as Budget Amendment Number 6 for FY22.

Accountant Burns stated that the attached draft Resolution No. 2022-06 authorizes Budget Amendment Number 6, with a net favorable budget adjustment for FY22 of just under \$4 million, based on additional revenues of roughly \$7.8 million, compared to additional net expenditures of about \$3.8 million.

Accountant Burns stated that the most significant proposed budget adjustments are associated with the receipt of unanticipated funds received from the California COVID-19 Special District Relief Fund, as well as funds received and associated overtime coverage expenditures as a result of the initiation of the Assistance by Hire (ABH) agreement with American Medical Response for transport services, which was also not contemplated during the original budget development process. She further stated that higher than budgeted mutual aid revenue recoveries and coverage costs associated with out-of-area reimbursable incident responses are necessitating budget adjustment as well.

It is recommended that the Finance Committee discuss the proposed Resolution No. 2022-06 approving Budget Amendment Number 6 for FY22, and provide direction to staff.

President Kreeger asked Clerk of the Board Heney if there was Public comment.

There was no public comment.

President Kreeger asked for Committee comment.

Vice President DeMonaco asked about the amounts being paid to CalPERS and the 115 Trust.

Accountant Burns stated that the \$553,368 was half of the COVID Relief Funds and the other half went into the 115 Trust and will be reflected at year end when they do the fund balances. She further stated that the \$313 amount will not be reflected in mid-year budget adjustments but will reflect that separately.

Vice President DeMonaco asked where the other COVID Relief money is reflected.

Accountant Burns stated that that amount will be reflected at year end when they do the fund balances.

The Finance Committee agreed to move this item to the Full Board for approval as a consent item.

4. CLASS 3 FIREFIGHTING UNIT FOR STATION 63

Purpose is for the Finance Committee to review and discuss the proposed purchase of one (1) Class 3 Firefighting Unit for Fire Station 63 in cooperation with San Bernardino County.

Deputy Chief Carlos Skibar stated that Staff and the Apparatus/ Equipment Committee met in December to evaluate the need to increase firefighting capabilities at Chino Airport and the surrounding areas. As a result, the Fire District returned Foam 63 to San Bernardino County Airports due to its lack of sufficient firefighting capacities and capabilities. Foam 63 was a 1992 Chevy P/U flatbed with 150 lbs. of dry chemical and 50 gallons of Class B (flammable liquids) pre-mixed foam. The capacity of Foam 63 did not provide adequate firefighting capabilities for the safety of personnel and aircraft rescue.

Deputy Chief Skibar stated that the increasing demand for service in Fire Station 63's area also creates the need for the appropriate apparatus. After further research, Staff and the Apparatus Committee concluded that a Class 3 ARFF (Aircraft Rescue & Firefighting) unit will meet the needs of the airport and surrounding area. The Class 3 ARFF unit contains 750 gallons of water, 100 gallons of Class B Foam, and 500lbs of Dry Chemical. These increased capabilities provide a more effective firefighting tool for the safety of both personnel and potential aircraft fires and rescues. The Class 3 Unit would also benefit the District due to its versatility in response to incidents requiring large amounts of foam and dry chemical.

Firefighting Unit	Water/Class B Foam	Dry Chemical
Foam 63	0/50 Gal.	150lbs
Class C ARFF	750/100 Gal.	500lbs

Deputy Chief Skibar stated that the Class 3 Firefighting Unit would be fully outfitted with nozzles, hoses, SCBA's, Infra-red monitors, hand tools, hydraulic and power rescue tools. The build time may be approximately 10 months from time of commitment. The total cost for the Class 3 Firefighting Unit is **\$574,025.13**. The San Bernardino County Board of Supervisors has tentatively agreed to provide half of the funding required to purchase a Class 3 Firefighting unit. The District would be responsible for funding **\$287,012.56** from the Unassigned Fund Balance and cost-sharing responsibilities with the County of San Bernardino for the other half of **\$287,012.56**. The purchase of the Class 3 apparatus would be subject to final approval by the San Bernardino County Board of Supervisors.

It is recommended that the Finance Committee review and discuss the proposed cost-share purchase with San Bernardino County for one (1) Class 3 Firefighting Unit for Fire Station 63 and provide direction to staff.

President Kreeger asked Clerk of the Board Heney if there was Public comment.

There was no public comment.

President Kreeger asked for Committee comment.

Director DeMonaco first commented that the District does not receive any resources from the county for any of our firefighting units other than the purchase of this vehicle and while he is a proponent for the purchase of this vehicle, he wants to make sure the county understands that the District bears no ARF responsibilities as far as providing ARF to the airport, creating a classification for ARF, and for committing to our services. He was concerned about the District committing to obligations that will cost the District without having the resources to do so.

Fire Chief Dave Williams clarified that there will be no contractual extension of any specific emergency response requirement for the District's responsibilities with this unit. He further stated that this would apparatus would enhance the District's response capabilities, but District personnel would maintain the independent discretion and authority to utilize the piece of apparatus as they see fit.

President Kreeger asked if the vehicle can be used for other purposes within the District or would it be held at the airport at all times.

Deputy Chief Skibar confirmed that the vehicle would be capable of use anywhere in the District and there would be no requirement for the unit to be stationed at the airport.

Director DeMonaco stated that for consistency purposes throughout the District, he would like the vehicle to be red.

The Finance Committee agreed to move this item to the Full Board for approval as a new business item.

ADJOURNMENT

The meeting was adjourned at 4:22 p.m.

**CHINO VALLEY INDEPENDENT FIRE DISTRICT
STAFF REPORT**

DATE: MAY 23, 2022

TO: FINANCE COMMITTEE

FROM: DAVE WILLIAMS, FIRE CHIEF

**SUBJECT: RESOLUTION NO. 2022-11 APPROVING CAL FIRE FY 2022-23 CONTACT
AGREEMENT NO. 2022- 05**

PURPOSE:

Purpose is for the Finance Committee to review and approve Resolution No. 2022-11, approving Agreement No. 2022-05 with the California Department of Forestry and Fire Protection (Cal Fire) from July 1, 2022, through June 30, 2023.

DISCUSSION:

The District maintains a contract with Cal Fire for supplemental wildland fire protection of designated Hazardous Fire Areas in Chino and Chino Hills. Through this contract, Cal Fire assumes primary financial responsibility for preventing and suppressing wildfires within, or threatening, the contract area. In the event of a significant wildfire in the contract area, fire suppression costs would likely quickly exceed the cost of the proposed contract.

Contract #3CA05869 between Cal Fire and the District is proposed to cover 12,003 acres, at a total cost of \$414,361.35. The proposed contract will remain consistent in acreage to the 2021-2022 agreement. The rates from the previous year have decreased slightly from \$33.55 per acre, to \$32.85 per acre, due to a decrease in Cal Fire suppression cost. The admin rate remains the same from FY21-22, at 12.01%.

RECOMMENDATION:

It is recommended that the Finance Committee review Resolution No. 2022-11 and Agreement No. 2022-05 with the California Department of Forestry and Fire Protection (Cal Fire) from July 1, 2022 through June 30, 2023 and provide direction to staff.

ATTACHMENTS:

RESOLUTION NO. 2022-11

AGREEMENT NO. 2022-05 CAL FIRE 2022-23 YR

RESOLUTION NO. 2022-11

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CHINO VALLEY INDEPENDENT FIRE DISTRICT
APPROVING THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION FOR SERVICES
FROM JULY 1, 2022 TO JUNE 30, 2023**

BE IT RESOLVED, by the Board of Directors of the Chino Valley Independent Fire District that said Board does hereby approve the agreement with the California Department of Forestry and Fire Protection (Cal Fire) dated July 1, 2022. This agreement provides wildland protection during the State fiscal year 2022/2023.

BE IT FURTHER RESOLVED, that Board President Mike Kreeger be and hereby is authorized to sign and execute said agreement on behalf of the Chino Valley Independent Fire District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Chino Valley Independent Fire District at a regular meeting thereof, held on the 8th day of June 2022, by the following vote:

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

BY: _____
MIKE KREEGER, PRESIDENT

CERTIFICATION OF RESOLUTION:

ATTEST:

I, Sandra Heney, Clerk of the Board of the Chino Valley Independent Fire District, do hereby certify that this is a true and correct copy of the original.

Resolution No. 2022-11

WITNESS MY HAND OR THE SEAL OF THE CHINO VALLEY INDEPENDENT FIRE

DISTRICT on this 8th day of June 2022.

SANDRA HENEY
CLERK OF THE BOARD

SEAL OR NOTARY CERTIFICATION

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 3/2022

AGREEMENT NUMBER **3CA05869**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Chino Valley Independent Fire District

2. The term of this Agreement is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: \$ 414,361.35
Four Hundred Fourteen Thousand, Three Hundred Sixty One Dollars,
and Thirty Five Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	6 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

Chino Valley Independent Fire District

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

14011 City Center Dr. Chino Hills, CA 91709

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Bret Gouvea, Assistant Deputy Director, Cooperative Fire Protection, Safety, Training, and EMS

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General
Services Use Only

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:		Local Agency:	Chino Valley Independent Fire District
Name:	Shane Littlefield	Name:	Dave Williams
Phone:	(909) 881-6900	Phone:	(909) 591-9892
Fax:	(909) 881-6969	Fax:	(909) 950-5535

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Shane Littlefield	Local Agency:	Chino Valley Independent Fire District
Section/Unit:	San Bernardino	Section/Unit:	
Attention:	Patrick Aguada	Attention:	Dave Williams
Address:	3800 N. Sierra Way San Bernardino, CA 92405	Address:	14011 City Center Drive Chino Hills, CA 91709
Phone:	(909) 881-6900	Phone:	(909) 591-9892
Fax:	(909) 881-6969	Fax:	(909) 950-5535

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2022, by and between the State of California, hereinafter called STATE and Chino Valley Independent Fire District, County of San Bernardino, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 12,003 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

Contractor Name: Chino Valley Independent Fire District

Contract No: **3CA05869**

- 3 -

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$30.82 per acre, plus an 12.01% administrative charge for a total of \$414,361.35 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including non-payment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. Audit

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement. The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

- ☒ Budget Plan
- ☒ Topographic Map
- ☒ Operating Plan
- ☐ Annual Report

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENTProgram Cost Account (PCA #) 39005

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Chino Valley Independent Fire District A LOCAL AGENCY
FOR THE 2022/2023 FISCAL YEAR

AGREEMENT COST CALCULATIONS:Number of Acres 12003









General Fund Reimbursement	\$ 12.97	\$ 155,678.91
Unit Budget	\$ 17.85	\$ 214,253.55
Sub-Total		\$ 369,932.46
Admin Rate	12.01%	\$ 44,428.89
Total Protection Cost		\$ 414,361.35

Comments Section:

Chino Valley

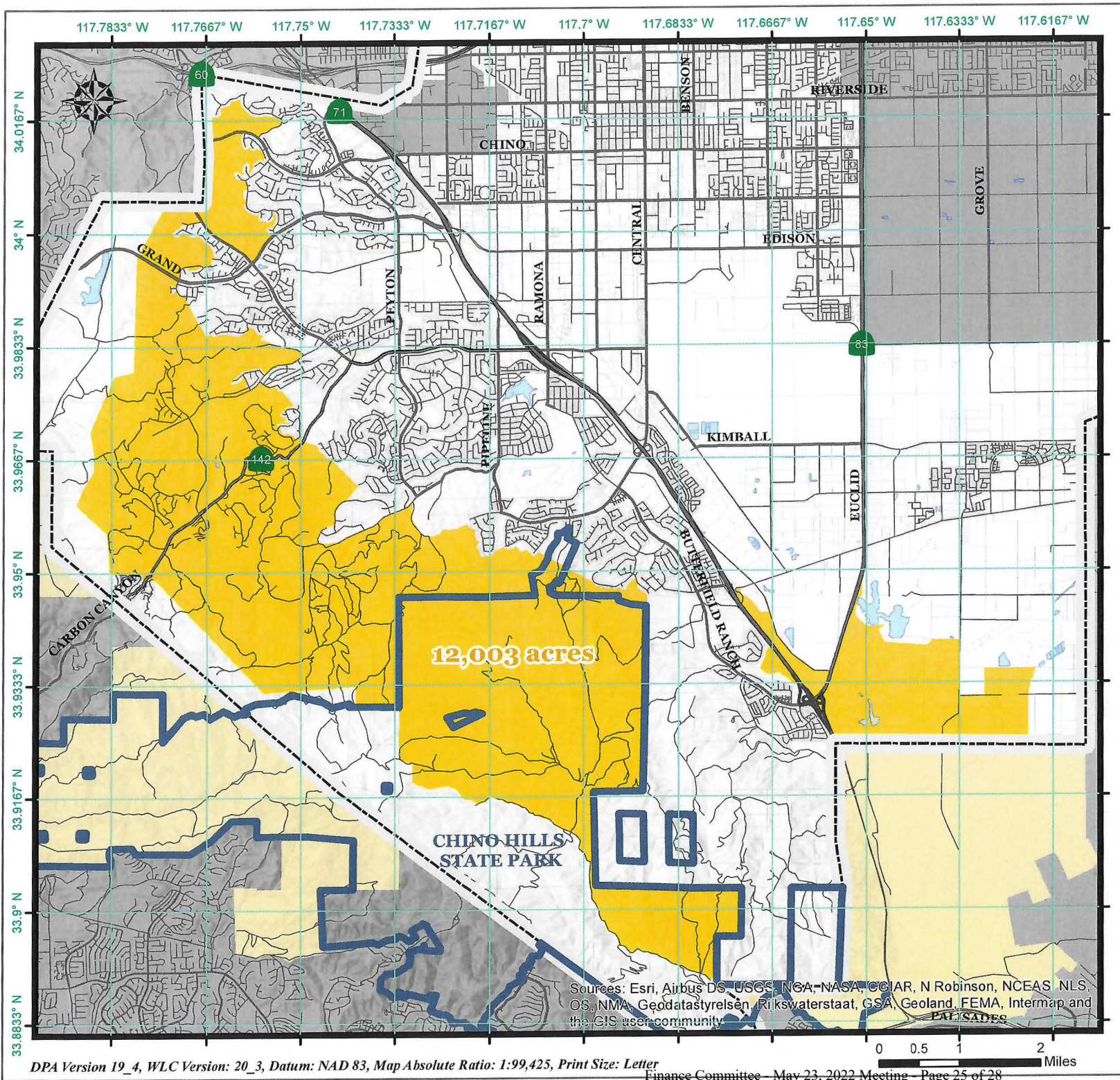
Fire Protection Dist.

WILDLAND CONTRACT

-  State Park
-  County Line
-  Water
-  Wildland Contract
-  State DPA
-  Parcel
-  Chino Valley FPD
-  Other Jurisdiction



Elizabeth A. Smith
CAL FIRE San Bernardino Unit
Prepared on: March 17, 2020



WILDLAND AGREEMENT OPERATING PLAN
FOR
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION
SAN BERNARDINO UNIT
AND
CHINO VALLEY INDEPENDENT FIRE DISTRICT

1. WHO

This operating plan is between the California Department of Forestry and Fire Protection (CAL FIRE), San Bernardino Unit (BDU) and the Chino Valley Independent Fire District (CHO). It has been developed to specifically discuss the contractual agreement with the BDU and CHO for watershed fire protection within established and agreed upon boundaries found in the agreement.

2. AUTHORITY

Authority for this operating plan is found in the AGREEMENT by both authorizing agencies, BDU and CHO for Wildland Fire Protection dated 7/01/2022 hereafter referred to as AGREEMENT.

3. PURPOSE

The purpose of this operating plan will be to provide Chief Officers of both agencies a means for executing the AGREEMENT and the operating plan is included as part "Exhibit B" of the AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

See Agreement for definitions and descriptions of general terms.

This operating plan does not allow either agency to operate outside the limitations stated in the AGREEMENT or existing automatic mutual aid agreements.

5. PROCEDURES

- A) Fire Reporting/Reports – When CHO receives a report of a wildfire within the area covered by the AGREEMENT, it will promptly notify the BDU Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available to the other within 60 days of receipt of the initial incident.
- B) Incident Management – The Incident Command System (ICS) will be used to manage wildfires within the AGREEMENT area. A unified command structure will be implemented with a CAL FIRE representative and a CHO representative. The **SOLAR** communications plan shall be utilized whenever possible to promote consistent communications between the AGREEMENT agencies and other cooperating/responding agencies.
- C) Agreement Area Fires – Each agency will maintain a pre-planned response for fires (also see **SOLAR Plan**) within the AGREEMENT area. Immediate cooperation between agency dispatch centers (BDU ECC and CONFIRE Dispatch) will occur to insure commonality in resource utilization. State resources will be ordered consistent with the terms of the AGREEMENT through the BDU ECC. Any State augmentation to the pre-planned State response must be authorized by a CAL FIRE Chief Officer. Augmentation above the pre-planned response level may require documentation that an adjacent, CAL FIRE Direct Protection Area was threatened, or that the augmentation was justified on a cost efficiency basis.
- D) Mutual Aid – For the purpose of this AGREEMENT, all initial attack resources will be considered mutual aid.
- E) Initial Attack – Initial attack resources will always be based on the closest available resource concept as identified in the pre-planned initial attack response areas.
- F) Move-Up and Cover – Station coverage will be exchanged between both agencies when appropriate. Normally covering agency engines should be replaced with specific agency resources as soon as possible to prevent long term coverage problems.
- G) Fire Information – Whenever possible a Joint Information Center (JIC) will be established and any information released will be coordinated between the two agencies. The establishment of a JIC will not supersede either agencies internal information policy or procedure.

During a Unified Command Fire, PIO's representing both agencies shall:

1. Meet as needed to discuss procedures and locations of potential information centers. Both agencies will strive to keep personnel certified in the field of public information available for use during emergencies.
2. Determine which agency will provide the lead information officer. This will normally be the agency with the greatest commitment of resources or the greatest threat to life/property.

H) Parties to this AGREEMENT (Chief Officer Level) may order resources directly from the Unified Ordering Point (UOP) when an immediate need exists. These resources include engines, fire crews, and bulldozers in accordance with the AGREEMENT. The closest available resource concept will be utilized. The BDU ECC will be utilized as the UOP whenever possible.

6. GENERAL PROCEDURES

Each agencies representative and ECC will meet annually to discuss, review and update boundary fire dispatching, AGREEMENT area dispatching, fire reporting procedures, and exchange information which would affect the other agency.

Periodic monitoring and evaluation of the Operating Plan will provide for orderly and timely amendment and revisions of the Plan. The monitoring will be to determine if:

1. Objectives are being met.
2. Plan direction is being followed.
3. Plan is achieving desired results.