

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 22, 2023

8:00 a.m. - Open Session

**AGENDA**

ROLL CALL

INVOCATION

Chaplain Marco Miranda

FLAG SALUTE

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 3 minutes.

MINUTES

1. Minutes - March 27, 2023 - Meeting

OLD BUSINESS - None

## NEW BUSINESS

2. RESOLUTION NO. 2023-07 APPROVING CAL FIRE FY 2023-24 AGREEMENT NO. 2023-06

Purpose is for the Finance Committee to review Resolution No. 2023-07 and Agreement No. 2023-06 with the California Department of Forestry and Fire Protection (Cal Fire) from July 1, 2023, through June 30, 2024.

3. PURCHASE OF 3M™ SCOTT™ EMERGENCY BREATHING SAFETY SYSTEM (EBSS) PARTS

Purpose is for the Finance Committee to review and discuss Agreement No. 2023-07 for the proposed encumbrance of funds for purchase of 3M™ SCOTT™ Emergency Breathing Safety System (EBSS) parts to comply with 2018 - NFPA 1981 standard for universal connection for the amount of \$124,273.95 and authorize the Fire Chief to execute the necessary documents on behalf of the Fire District.

## ADJOURNMENT

I, Angela Robles, 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 Friday, May 19, 2023.



Angela Robles, Clerk of the Board

**CHINO VALLEY INDEPENDENT FIRE DISTRICT**

**NO STAFF REPORT**

Minutes - March 27, 2023 - Meeting

**ATTACHMENTS:**

Minutes - March 27, 2023 - 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 27, 2023  
8:00 a.m. Committee Meeting

**MINUTES**

**TELECONFERENCE MEETING ANNOUNCEMENT**

President DeMonaco opened the meeting at 8:00 a.m. He explained the process for members of the public to participate in the meeting and provide public comment.

**ROLL CALL**

President John DeMonaco  
Vice President Harvey Luth  
Fire Chief Dave Williams  
Deputy Chief Carlos Skibar  
Acting Deputy Chief Dean Smith  
Finance Director Mark Shaker  
Clerk of the Board Angela Robles  
Deputy Clerk of the Board Ariana Cisneros

**FLAG SALUTE**

President John DeMonaco led the flag salute.

**INVOCATION**

Chaplain Marco Miranda provided the invocation.

**CHANGES TO THE AGENDA**

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

**PUBLIC COMMUNICATIONS**

None.

**MINUTES**

1. **Minutes – February 27, 2023 Meeting**

The Committee agreed to file the minutes, as presented.

**OLD BUSINESS**

None.

NEW BUSINESS

2. RESOLUTION NO. 2023-04 APPROVING MID-YEAR BUDGET ADJUSTMENTS AS BUDGET AMENDMENT NUMBER 2 FOR FISCAL YEAR 2022-23

Purpose is to review and discuss Resolution No. 2023-04, approving mid-year budget adjustments as Budget Amendment Number 2 for FY23.

Report by Finance Director Mark Shaker.

Finance Director Shaker reported the District has reached the beginning of the 4<sup>th</sup> quarter of the current fiscal year allowing for budget adjustments for the rest of the fiscal year. Finance Director Mark Shaker presented a draft copy of Resolution No.2023-04 which allows for a budget amendment for FY23 of \$1.5 million, based on additional revenues of roughly \$3.2 million, compared to additional net expenditures of about \$1.7 million.

Included in this amendment are unanticipated funds as a result of a routine property tax audit resulting in an approximate \$1.9 million adjustment to the Fire District's property tax revenues and a related expense of approximately \$500 thousand for the property tax audit contingency cost.

Additionally, funds received and associated overtime coverage expenditures as a result of the Assistance by Hire (ABH) agreement with American Medical Response for transport services through October 2022, was not contemplated during the original budget development process but are captured in this budget amendment. Also included in this amendment is a higher than budgeted mutual aid revenue recoveries and coverage costs associated with out-of-area reimbursable incident responses requiring the need for this budget adjustment.

President DeMonaco asked if there was Public comment.

There was no request from the public to speak on this item.

President DeMonaco asked for Committee comment.

There was no Board comment.

The Finance Committee agreed to place this item on New Business for approval by the Board of Directors at the next regular meeting.

3. RESOLUTION NO. 2023-05 ALLOCATING SURPLUS FUNDS TO REDUCE PENSION LIABILITIES THROUGH BUDGET AMENDMENT NUMBER 3 FOR FISCAL YEAR 2022-23

Purpose is to review and discuss Resolution No. 2023-05 for the proposed allocation of FY22 budget surplus funds toward reduction of pension liabilities as Budget Adjustment Number 3.

Report by Finance Director Mark Shaker.

Finance Director Shaker reported that in FY17, the District adopted the Chino Valley Fire District 115 Retirement Trust, an irrevocable Internal Revenue Service Code Section 115 Trust for accelerated pension funding. With the adoption of the retirement trust, a funding policy was also approved which specified that up to one-third (1/3rd) of annual excess revenues, or budget surplus, will be allocated toward the accelerated reduction of pension liabilities.

Per Policy, the Fiscal year excess revenues are held in reserve for accelerated pension funding could be contributed to the District's retirement trust, directly to the California Public Employees Retirement System (CalPERS) on behalf of the District's employees, or in combination to these two funding vehicles.

The District's FY22 ACFR reported annual excess revenues in the General Fund (budget surplus) of \$6,431,658. Of this amount, \$3,320,209 was from a one-time COVID Relief Funding received from the State of California which was partially allocated to reduce pension obligations in FY22. Adjusted for this one-time revenue, unrestricted excess revenues for FY22 amounted to \$3,111,449.

Per the surplus policy, the one-third (1/3rd) calculation would generate \$1,037,150 in additional pension funding this fiscal year. If approved, staff would recommend continuing the practice of a 50/50 split of this amount, with 50% directly to CalPERS as an additional discretionary retirement fund payment, and the other half to The Chino Valley Fire District 115 Retirement Trust.

There was no request from the public to speak on this item.

President DeMonaco asked for Committee comment.

Discussion was held regarding the allocation of \$1,037,150 from unassigned General Fund balance toward the reduction of pension liabilities or for capital projects (Fire Station 68 and Essential Resource Facility) in the Facility Acquisition and Maintenance Fund.

The Finance Committee agreed to place this item on New Business for further discussion among the full board for approval by the Board of Directors at the next regular meeting.

#### ADJOURNMENT

The meeting was adjourned at 8:29 a.m.

**CHINO VALLEY INDEPENDENT FIRE DISTRICT  
STAFF REPORT**

**DATE: MAY 22, 2023**

**TO: FINANCE COMMITTEE**

**FROM: DAVE WILLIAMS, FIRE CHIEF**

**SUBJECT: RESOLUTION NO. 2023-07 APPROVING CAL FIRE FY 2023-24  
AGREEMENT NO. 2023-06**

**PURPOSE:**

Purpose is for the Finance Committee to review Resolution No. 2023-07 and Agreement No. 2023-06 with the California Department of Forestry and Fire Protection (Cal Fire) from July 1, 2023, through June 30, 2024.

**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 #3CA06323 between Cal Fire and the District is proposed to cover 12,003 acres, at a total cost of \$490,054.22. The rates from the previous year have increased from \$32.85 per acre, to \$36.45 per acre, due to an increase in Cal Fire suppression cost. The admin rate remains the same from FY22-23, at 12.01%. The total protection rate with administrative rates for FY22-23 equates to \$40.83 per acre.

**RECOMMENDATION:**

It is recommended that the Finance Committee review Resolution No. 2023-07 and review Agreement No. 2023-06 with the California Department of Forestry and Fire Protection (Cal Fire) from July 1, 2023 through June 30, 2024, and provide direction to staff.

**ATTACHMENTS:**

RESOLUTION NO. 2023-07

AGREEMENT NO. 2023-06 CAL FIRE 2023-24 YR



**RESOLUTION NO. 2023-07**

**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, 2023 TO JUNE 30, 2024**

**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, 2023. This agreement provides wildland protection during the State fiscal year 2023/2024.

**BE IT FURTHER RESOLVED**, that Board President John DeMonaco 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 14<sup>th</sup> day of June 2023, by the following vote:

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

BY: \_\_\_\_\_  
JOHN DEMONACO, PRESIDENT

**CERTIFICATION OF RESOLUTION:**

**ATTEST:**

I, Angela Robles, 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. 2023-07

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

DISTRICT on this 14th day of June 2023.

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ANGELA ROBLES  
CLERK OF THE BOARD

**SEAL OR NOTARY CERTIFICATION**

STATE OF CALIFORNIA  
**COOPERATIVE FIRE PROGRAMS**  
**LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION**  
**REIMBURSEMENT AGREEMENT**  
LG-W REV 1/2023

AGREEMENT NUMBER **3CA06323**

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, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$ 490,054.22  
Four Hundred Ninety Thousand, Fifty Four Dollars, and Twenty Two 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	2 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

Matthew Sully, Assistant Deputy Director, Cooperative Fire

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 IFD
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 IFD
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, 2023, 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.

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 \$36.45 per acre, plus an 12.01% administrative charge for a total of \$490,054.22 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 AGREEMENT

Program 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 IFD A LOCAL AGENCY  
FOR THE 2023/2024 FISCAL YEAR

AGREEMENT COST CALCULATIONS:









Number of Acres 12003

General Fund Reimbursement	\$ 16.33	\$ 196,008.99
Unit Budget	\$ 20.12	\$ 241,500.36
<hr/>		
Sub-Total		\$ 437,509.35
Admin Rate	12.01%	\$ 52,544.87
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Total Protection Cost		\$ 490,054.22

Comments Section:

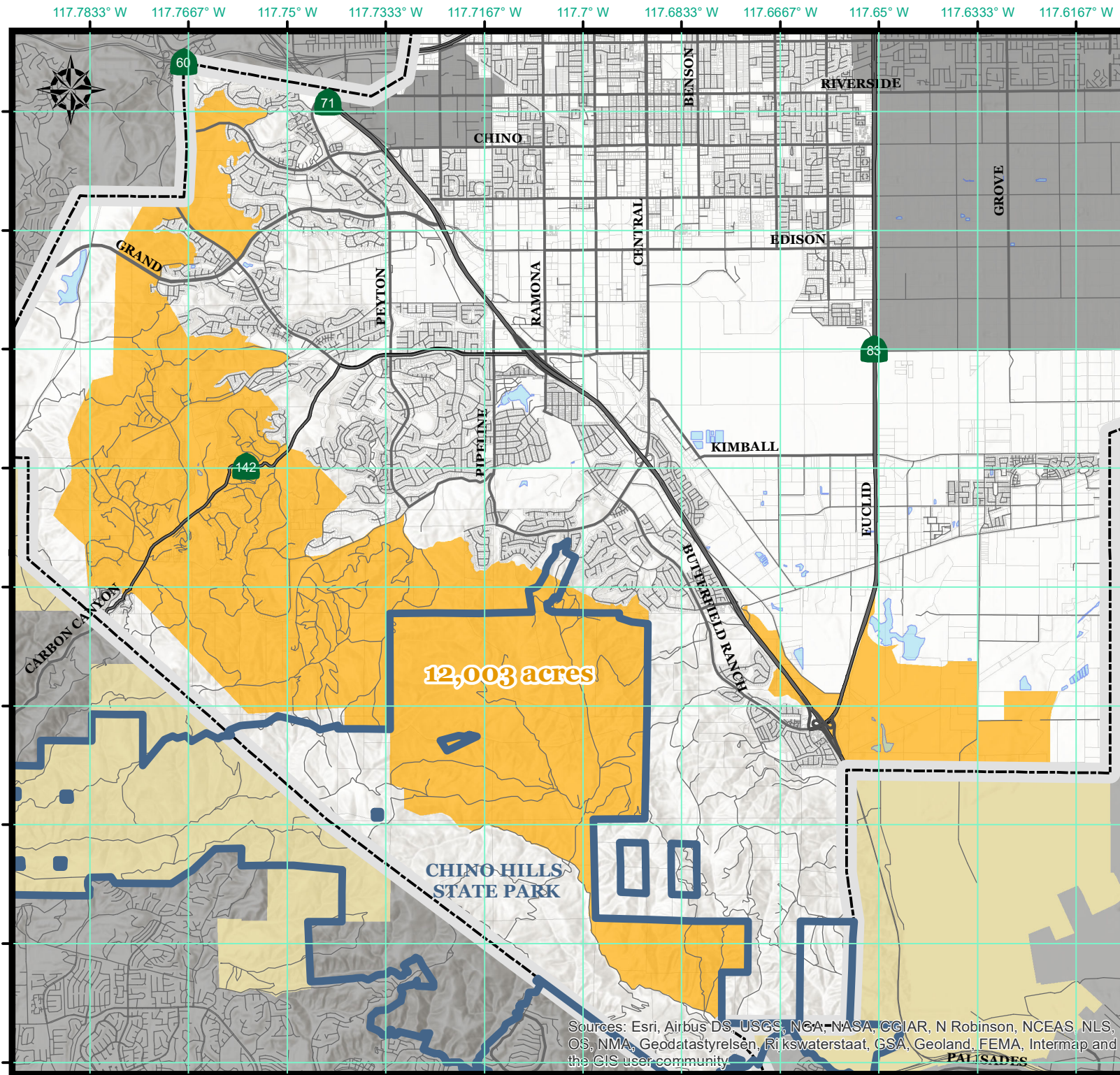
# Chino Valley

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 7/01/2023 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.

**CHINO VALLEY INDEPENDENT FIRE DISTRICT  
STAFF REPORT**

**DATE: MAY 22, 2023**

**TO: FINANCE COMMITTEE**

**FROM: DAVE WILLIAMS, FIRE CHIEF**

**SUBJECT: PURCHASE OF 3M™ SCOTT™ EMERGENCY BREATHING SAFETY  
SYSTEM (EBSS) PARTS**

**PURPOSE:**

Purpose is for the Finance Committee to review and discuss Agreement No. 2023-07 for the proposed encumbrance of funds for purchase of 3M™ SCOTT™ Emergency Breathing Safety System (EBSS) parts to comply with 2018 - NFPA 1981 standard for universal connection for the amount of \$124,273.95 and authorize the Fire Chief to execute the necessary documents on behalf of the Fire District.

**DISCUSSION:**

The Chino Valley Fire District utilizes SCOTT self-contained breathing apparatus (SCBA) for structural firefighting, hazardous materials incidents, confined space entry, and any environment deemed immediately dangerous to life and health (IDLH) as defined by policy, OSHA regulation and applicable law. The National Fire Protection Association (NFPA) requires all SCBA manufactures to provide a common fitting that can be used universally across all manufactures to quickly fill SCBA's or allow users to share air with each other in emergency operations. The concept is to provide a universal fitting that can be used in an emergency situation such as a Firefighter down scenario, where air from one user's tank can be shared with another user, regardless of manufacture type.

The Universal Emergency Breathing Safety System (UEBSS) was introduced as part of the NFPA 1981, 2018 edition and incorporates standardized Rectus-Type fittings to enable compatibility between all NFPA SCBA manufacturers. Currently, CVFD has thirteen SCBA's in compliance with the 2018 UEBSS standard. There are 87 CVFD SCBA's that are not in compliance with the NFPA recommendation. As a result, the majority of CVFD's SCBA's cannot be used universally with our newer models due to safety concerns. Furthermore, our packs may not adaptable to adjoining fire agencies during automatic and mutual aid assignments.

Recognizing this critically needed upgrade, staff worked to allocate funds in the 2022-2023 budget.

CVFD trained technicians will perform all upgrades to the legacy equipment during the annual flow test period, limiting costs of the upgrade. Staff is seeking finance committee direction to authorize funds in the amount of \$124,273.95 for the purchase of all equipment needed to upgrade of all SCBA packs in need of NFPA 1981, 2018 standard UEBSS upgrade

**RECOMMENDATION:**

It is recommended that the Finance Committee review Agreement No. 2023-07 proposing the authorization to expend budgeted funds in the amount of \$124,273.95 to complete UEBSS upgrade to SCBA air packs to ensure all SCBA's are compliant with NFPA standard and provide direction to staff.

**ATTACHMENTS:**

PROPOSAL ALL STAR EQUIPMENT

3M™ SCOTT™ EMERGENCY BREATHING SAFETY SYSTEM (EBSS) INFO SHEET





12328 Lower Azusa Road  
 Arcadia, California 91006  
 Phone 626-652-0900 Fax 626-652-0920

# Service Quote

May 2, 2023

## Scott Budget Quote for 2018 NFPA Upgrade

To: Chino Hills FD  
 Attn: Casey May  
 E-Mail: [cmay@chofire.org](mailto:cmay@chofire.org)

**Quote Valid for 90 Days**

Per your request, we are pleased to quote on the following.

Qty		Unit	Description	Price	Extension
87		Ea	<b>Scott - p/n 200449-04</b> / Regulator Hose Assembly, Quick Disconnect (Socket), Rectus, HUD	\$378.57	\$32,935.59
87		Ea	<b>Scott - p/n 201757-04</b> / Regulator Hose Assembly , X3 Snap Change HUD, Quick Disconnect (Socket), Rectus	\$455.49	\$39,627.63
87		Ea	<b>Scott - p/n 31000006</b> / Service Label	\$2.93	\$254.91
87		Ea	<b>Scott - p/n 201699-01</b> / Hose and Manifold Assembly, UEBSS	\$462.54	\$40,240.98
6		Ea	<b>Scott - p/n 31003989</b> / Male, Quick Disconnect, UEBSS	\$184.46	\$1,106.76
6		Ea	<b>Scott - p/n 31003990</b> / Female, Quick Disconnect, UEBSS	\$184.46	\$1,106.76
6		Ea	<b>Scott - p/n 31004311</b> / Airline UEBSS Adapter	\$10.47	\$62.82
<p><b>Quote for Upgrade Only</b>  <b>Does not Include:</b>  <b>Labor or Parts if equipment needs repairs.</b></p>					
Terms: Net 30 FOB: Factory Delivery: 6-8 Weeks ARO or Sooner					
				Subtotal	\$115,335.45
				7.75%	\$8,938.50
				<b>Total</b>	<b>\$124,273.95</b>



## 3M™ Scott™ Emergency Breathing Safety System (EBSS)



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### Question

What is an Emergency Breathing Safety System (EBSS)?

### Answer

The EBSS is an accessory option for the SCBA intended to support “buddy” breathing operation between two users with compatible SCBA.

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### Question

How does the Universal Emergency Breathing Safety System (UEBSS) differ?

### Answer

The UEBSS was introduced as part of the NFPA 1981, 2018 Edition standard and incorporates standardized Rectus-type fittings to enable compatibility between all NFPA SCBA manufacturers. In addition, the UEBSS has a defined operating pressure range of 80 to 150 psig.

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### Question

Is the UEBSS required on all SCBA certified to the NFPA 1981, 2018 Edition standard?

### Answer

No. The UEBSS is an optional accessory to the SCBA.

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### Question

Can the UEBSS be installed on SCBA certified to prior editions of NFPA 1981?

### Answer

No. The UEBSS is not certified under previous editions of the NFPA 1981 standard.

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### Question

Will 3M Scott offer an EBSS solution to provide compatibility with the UEBSS?

### Answer

Yes. 3M Scott offers an EBSS hose and manifold assembly with Rectus-type fittings (part number 201699-01) for use with 3M™ Scott™ Air-Pak™ X3 Pro SCBA and 3M™ Scott™ Air-Pak™ X3 SCBA certified to the NFPA 1981, 2013 Edition standard. This solution provides compatibility with SCBA that are certified to the NFPA 1981, 2018 Edition standard and configured with the UEBSS.

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### Question

Does the solution above qualify as a Universal EBSS as defined by the NFPA 1981, 2018 Edition standard? If so, can I install a pouch with the UEBSS marking?

### Answer

No. Although the fittings are the same as what is required on the Universal EBSS, the term “UEBSS” and the associated pouch are reserved for SCBA certified to the NFPA 1981, 2018 Edition standard. This is true for new SCBA and SCBA that are upgraded from a prior edition.

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### Question

If I install the EBSS hose and manifold assembly with Rectus-type fittings to my existing SCBA, does this qualify as an upgrade to the NFPA 1981, 2018 Edition standard?

### Answer

No. An upgrade kit to the NFPA 1981, 2018 Edition standard will consist of additional components.

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### Question

Will 3M Scott offer an upgrade kit to the NFPA 1981, 2018 Edition standard?

### Answer

Yes. As noted in prior documentation, upgrade kits will be available for the Air-Pak X3 SCBA and Air-Pak X3 Pro SCBA (timing TBD).

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# Questions & Answers

## Question

Can I convert the quick-disconnect regulator on my NFPA 1981, 2013 Edition SCBA to the Rectus-type fittings?

## Answer

No. The quick-disconnect regulator with Rectus-type fittings is not currently approved for use with the Air-Pak X3 Pro SCBA and Air-Pak X3 SCBA, certified to the NFPA 1981, 2013 Edition standard. As of the date of this document, 3M Scott is working on obtaining all required approvals.

## Question

Will the EBSS hose and manifold assembly with Rectus-type fittings be available for the 3M™ Scott™ Air-Pak™ 75 SCBA and 3M™ Scott™ Air-Pak™ Wireframe SCBA?

## Answer

No. The EBSS hose and manifold assembly with Rectus-type fittings is not currently available for the Air-Pak 75 and Air-Pak Wireframe SCBA.

## Question

Can I use the UEBSS or EBSS hose and manifold assembly with Rectus-type fittings as a supplied airline?

## Answer

Yes. The EBSS hose and manifold assembly with Rectus-type fittings will function as a supplied airline by using the compatible extended duration airline adapter.

## Question

Does 3M Scott offer a RIT solution compatible with the UEBSS or EBSS hose and manifold assembly with Rectus-type fittings?

## Answer

Yes. The 3M™ Scott™ RIT-Pak III Emergency Air Supply and 3M™ Scott™ RIT-Pak Fast Attack Emergency Air Supply are available in configurations compatible with the UEBSS or EBSS hose and manifold assembly with Rectus-type fittings. Customers may also upgrade existing RIT-Pak III and RIT-Pak Fast Attack models to add the Rectus-type fittings.

## Question

Does the UEBSS or EBSS hose and manifold assembly with Rectus-type fittings operate the same as the Dual EBSS with Hansen-type fittings?

## Answer

No. The operation will be identical except for the following scenario:

WHEN TWO RESPIRATORS ARE CONNECTED BY THE UEBSS HOSES AND THE RESPIRATOR REQUIRING SUPPORT (THE RECEIVER) HAS ACTIVATED ITS VIBRALERT, THE PERSON GIVING SUPPORT (THE DONOR) WILL BREATHE AIR FROM RECEIVER'S RESPIRATOR. IN ADDITION, THE VIBRALERT ON THE DONOR'S RESPIRATOR WILL NOT ACTIVATE. FOR MORE INFORMATION, CONTACT 3M OR YOUR AUTHORIZED 3M SCOTT DISTRIBUTOR.

SCBA Model	NFPA 1981 Certification	Hansen-type Fittings		Rectus-type Fittings	
					
3M™ Scott™ Air-Pak™ Wireframe SCBA	2013 Edition	Yes	Yes	No	No
3M™ Scott™ Air-Pak™ 75 SCBA	2013 Edition	Yes	Yes	No	No
3M™ Scott™ Air-Pak™ X3 SCBA	2013 Edition	Yes	Yes	Yes	Pending
3M™ Scott™ Air-Pak™ X3 Pro SCBA	2013 Edition	Yes	Yes	Yes	Pending
3M™ Scott™ Air-Pak™ X3 Pro SCBA	2018 Edition	No	No	*Yes	Yes

\*Referred to as UEBSS



### 3M Scott Fire & Safety

Personal Safety Division  
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