

**ASSISTANCE BY HIRE AGREEMENT**  
**Between**  
**CHINO VALLEY INDEPENDENT FIRE DISTRICT**  
**And**  
**AMERICAN MEDICAL RESPONSE OF INLAND EMPIRE**

This ASSISTANCE BY HIRE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Chino Valley Independent Fire District ("CVIFD"), a California fire protection district organized pursuant to the Fire Protection District Law, and American Medical Response of Inland Empire ("AMR") an ambulance company organized and lawfully operating in the State of California which has an Exclusive Operating Area (EOA) providing prehospital emergency and non-emergency medical transportation services in multiple EOA's within San Bernardino County (collectively referred to as "the Parties").

**RECITALS**

**WHEREAS**, on March 10, 2020, the San Bernardino County Board of Supervisors issued a proclamation decelerating a local state of emergency in response to the rapid spread of an infectious respiratory disease which has been named COVID-19.

**WHEREAS**, in its proclamation, the County declared that COVID-19 is creating a condition of extreme peril to the safety of persons and property within the County which conditions are or are likely to be beyond the control of services, personnel, equipment, and facilities of the County and require the combined forces, a mutual aid region or regions of other political subdivisions to appropriately respond to and combat the spread and treatment of COVID-19.

**WHEREAS**, AMR's existing EOA Agreement to provide services with regard to AMR's responsibilities set forth in the agreement, the terms "provide", "operate", or "furnish" shall mean to perform, make available or utilize either directly through AMR's personnel and resources or through subcontracts or other agreements, which have been approved by ICEMA Board of Directors.

**WHEREAS**, the Parties desire to enter into this Agreement to ensure the continued provision of needed emergency medical transportation services inside of CVIFD's areas of responsibility ("AOR").

**WHEREAS**, this Agreement must be approved by the local EMS Agency (Inland Counties Emergency Medical Agency or "ICEMA") Board of Directors as required by AMR's existing EOA Agreement, and must comply with the local EMS Plan and comply with all requirements in the existing AMR EOA Agreement and subsequent amendments between the County and AMR.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**1. PROVISION OF SERVICES**

- 1.1. PURPOSE.** The purpose of this Agreement is to allow for the use of specified CVIFD equipment and personnel by CVIFD on behalf of AMR on an Assistance by Hire ("ABH") basis to assist AMR in the provision of emergency ambulance services. The procedure for the provision of ABH established in this Agreement is intended to provide direction to the Parties when CVIFD's resources are expended inside of CVIFD's areas of responsibility ("AOR") pursuant to this Agreement. The Parties recognize and acknowledge that CVIFD's provision of services on behalf of AMR provides a mutual benefit to both Parties.

**1.2. ASSISTANCE BY HIRE.** Assistance by Hire is the provision of emergency medical transportation services by CVIFD on behalf of AMR, on a reimbursement basis. All requests for ABH must be clear and precise and shall be processed and recorded through the procedure set forth in Section 1.2.1 of this Agreement, and shall comply with all terms and conditions in the AMR EOA Agreement and subsequent amendments. Personnel, equipment, supplies or services provided by CVIFD and essentials to filling each request shall be considered as reimbursable as ABH.

**1.2.1.** Requests for ABH by AMR shall be made to the CVIFD Emergency Services Deputy Chief by email, phone, or by any other form of communication that provides as much advance notice as possible before AMR's need date for such services. The contact information of CVIFD's Emergency Services Deputy Chief is set forth in Section 2.3 of this Agreement. Requests for ABH under this Agreement should contain the following information: (1) need date(s); (2) equipment/personnel needed; (3) duration of use of equipment/personnel needed. The Emergency Services Deputy Chief shall be responsible for determining if CVIFD can fill an ABH request from AMR, and shall, upon receipt of the request, notify AMR via email within eight (8) hours of receipt, if it can be fulfilled in full or in part. CVIFD is under no obligation under this Agreement or otherwise, to fulfill in full or in part a request for ABH by AMR. Whether a request for ABH by AMR can be fulfilled in full or in part by CVIFD is in the sole discretion of the CVIFD Emergency Services Deputy Chief. CVIFD must confirm acceptance by email of AMR's request for ABH within eight (8) hours of receipt.

**1.3. STAFFING.** CVIFD shall provide two (2) qualified fire personnel meeting minimum federal, state-mandated, and local ICEMA training requirements for their respective classifications and responsibilities to provide services to AMR pursuant to this Agreement. The two-person staff shall consist of a minimum of one (1) certified Emergency Medical Technician (EMT) and one (1) locally accredited Paramedic. If an EMT is not available, then two (2) Paramedics will be utilized. CVIFD may utilize Firefighters, Firefighter/Paramedics, Engineers, Captains, Battalion Chiefs, and or Deputy Chiefs to staff an ambulance under this ABH.

**1.3.1.** Additional qualified CVIFD fire personnel may be provided to fulfill a request for ABH by AMR under this Agreement as determined by the Emergency Services Deputy Chief or designee to provide supplemental services or staffing for special events, unanticipated events, or other situations within the CVIFD's services budget as that budget may be modified from year to year and subject to operational capacity and CVIFD consent.

**1.3.2. Employment Policy.** Employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment. No employee or agent of CVIFD is an employee of AMR and no employee or agent of AMR is an employee of CVIFD.

**1.4. OUTSTANDING PAYMENT FOR SERVICES.** The Parties agree and acknowledge that notwithstanding the date of this Agreement, this Agreement shall not become effective unless and until AMR compensates CVIFD in full for any and all outstanding invoices issued by CVIFD to AMR for the provision of emergency medical transportation services by CVIFD on

behalf of AMR from July 3, 2021 to the date the Parties executed this Agreement. The provision of ABH services following the effective date of this Agreement shall be conditioned on the express written consent and approval by ICEMA pursuant to AMR's ambulance services agreement with San Bernardino County/ICEMA.

## **2. PAYMENT FOR SERVICES**

### **2.1. DIRECT COSTS.**

**2.1.1. Equipment.** AMR shall compensate CVIFD for ambulance transportation services on behalf of AMR based on the rate for an "ambulance" with up to 210 horse power as set forth in the 2019 Federal Emergency Management Agency ("FEMA") Schedule of Equipment Rates attached hereto and incorporated into this Agreement as Exhibit A "Schedule of Equipment Rates". The cost of fuel for use of CVIFD ambulances shall be reimbursed to CVIFD based on the following formula: price paid per gallon, divided by the average miles per gallon (MPG), multiplied by the number of miles the ambulance traveled during the shift. CVIFD personnel will track the number of miles traveled during each shift.

CVIFD will monitor and track the amount and type of disposable supplies kept in its ambulances that are used by CVIFD personnel during the provision of services on behalf of AMR under this Agreement, and at the conclusion of each service request, which will be recoverable from AMR to CVIFD. CVIFD shall submit to AMR written documentation evidencing the amount and type of supplies used by CVIFD during each request for ABH by AMR within thirty (30) days of the date of the request. AMR will restock CVIFD's ambulatory transport vehicles with the specified supplies set forth by written documentation within fourteen (14) days, or as soon as reasonably practicable, of receipt of the documentation.

**2.1.2. Staffing.** AMR shall compensate CVIFD for use of CVIFD personnel for services under the terms of this Agreement according to their rank and based on the rates set forth under the current California Fire Assistance Agreement ("CFAA") attached hereto and incorporated into this Agreement as Exhibit B "Schedule of Personnel Rates". Overtime pay shall be compensated by AMR pursuant to the existing Memorandum of Understanding between CVIFD and Chino Valley Professional Firefighters, Local 3522 that is presently in effect at the time ABH services are provided, and shall be incorporated by reference and attached hereto as Exhibit C "Overtime Pay for CVIFD Personnel".

**2.1.3.** The Parties understand that any amount paid for services under this Agreement is the result of a negotiated agreement and it is not imposed for purposes of Article 13, section 1 of the California Constitution.

**2.1.4.** AMR shall collect necessary data from CVIFD in order to satisfy its contract responsibilities under its EOA Agreement with San Bernardino County/ICEMA. AMR has the right to bill for transportation services as part of this Agreement.

**2.2. INDIRECT COST RATES.** Under CFAA Guidelines, allowable expenses are either classified as indirect or direct costs. Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. AMR shall compensate CVIFD for indirect costs with the "Admin Rate" set forth in the current CFAA attached hereto as Exhibit B. The Admin Rate is computed by dividing the indirect costs by direct costs. CVIFD shall bill for indirect costs for services rendered under this Agreement by applying the Admin Rate to the total hourly rate of each CVIFD fire personnel specified in Section 1.3 of this Agreement that will be providing services on behalf of AMR for each ABH request. Indirect Costs will be recouped by CVIFD by

applying the Admin Rate to the hourly rate of CVIFD personnel only. The Parties acknowledge that the current CFAA rates listed in Exhibit B may change during the term of this Agreement set forth in Section 4.7. AMR agrees to compensate CVIFD for the cost of CVIFD personnel and indirect costs based on the CFAA rates, as these rates may change from time to time during the duration of this Agreement. Any updated CFAA rates will be incorporated herein as Exhibit B upon written notice from CVIFD to AMR.

- 2.3. BILLING PROCEDURES.** Notwithstanding any outstanding unpaid invoices by AMR for services under this Agreement, due and payable as a condition precedent to the effective date of this Agreement, CVIFD will bill AMR for costs under this Agreement on the first of every month for services rendered in the preceding month. Reimbursement will be subject to the terms of this Agreement that are authorized by CVIFD based on the request made under Section 1.2 of this Agreement. All invoices for services under this Agreement will have a payment due date of thirty (30) days upon receipt and must be sent to:

Chino Valley Fire District	American Medical Response
Nathan Cooke 14011 City Center Drive Chino Hills, CA 91709 (909) 315-8802 Deputy Chief of Emergency Services ncooke@chofire.org	Diana McCafferty 7925 Center Ave Rancho Cucamonga CA 91730 (909)477-5094 @diana.mccafferty@gmr.net Manager of Administration

In the event this Agreement is terminated through a written agreement executed by both Parties in accordance with section 4.5 of this Agreement, any unpaid costs owed to CVIFD shall survive such termination and remain due and payable to CVIFD. CVIFD is entitled to seek any and all legal and equitable remedies granted by law, to obtain payment for services rendered on behalf of AMR under this Agreement.

- 2.4. DELINQUENCY.** In the event that AMR fails to pay the amount due to CVIFD within thirty (30) days of the due date then an interest of twenty-five (25%) shall accrue each month to the unpaid balance.

### **3. INDEMNIFICATION AND INSURANCE**

#### **3.1. INDEMNIFICATION.**

**3.1.1.** Each party shall indemnify, defend and hold the other party harmless, to the fullest extent allowed by law, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

**3.1.2.** AMR shall protect, defend, indemnify and hold CVIFD harmless (including its officials, employees, agents or representatives as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of CVIFD's provision of services as a result of or in connection with the obligations placed on AMR as set forth within AMR's executed

ambulance services agreement with the Inland Counties Emergency Medical Agency (ICEMA). This indemnification clause excludes claims arising from the sole negligence, e.g., the delivery of patient care, or willful misconduct of CVIFD.

**3.1.3. Joint and Several Liability.** For avoidance of doubt, the obligation of AMR to pay CVIFD for services rendered by CVIFD on behalf of AMR under this Agreement, and the obligation of CVIFD to provide such services on behalf of AMR shall not be construed to incur joint and several liability.

**3.1.4.** The obligations set forth in this Section 3.1 shall survive the termination of this Agreement.

## **3.2. INSURANCE.**

**3.2.1.** Before the effective date of this Agreement, each Party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

**3.2.1.1.** Commercial general liability or public liability with minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

**3.2.1.2.** Auto liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.

**3.2.1.3.** If a Party employs others in the performance of this Agreement, that Party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

**3.2.1.4.** AMR must furnish, upon request of CVIFD, duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CVIFD from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII". AMR will endeavor to provide thirty (30) day notice of any cancellation of coverage.

## **4. GENERAL PROVISIONS**

**4.1. REQUEST FOR RECORDS.** In the event AMR seeks records in CVIFD's possession related to the provision of services under the terms of this Agreement which include but are not limited to: accounts and financial records adequate to identify and account for all costs incurred under this Agreement, and records related to the provision of medical care to persons transported by CVIFD resources and/or personnel under the terms of this Agreement, CVIFD shall make these records available to AMR at the request of AMR with reasonable notice and during regular business hours pursuant to the noticing provisions in section 4.8 of this Agreement. Any and all records made available to AMR by CVIFD under this Agreement shall be disclosed in accordance with Federal and State laws including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"), and the California Confidentiality of Medical Information Act ("CMIA").

**4.2. DISPUTE RESOLUTION.** The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement.

Accordingly, CVIFD and AMR agree to meet and confer in good faith over any issue not expressly described herein. It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably, if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within thirty (30) calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual agreement of the Parties. The costs of mediation will be borne by the Parties equally. No party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code section 1717.

- 4.3. ENTIRE AGREEMENT; GOOD FAITH NEGOTIATIONS.** This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any previous agreements between the Parties concerning the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals, and the like are superseded by this Agreement.
- 4.4. EXHIBITS.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:
- Exhibit A: Schedule of Equipment Costs  
Exhibit B: Schedule of Personnel Costs  
Exhibit C: Memorandum of Understanding between CVIFD and Chino Valley Professional Firefighters, Local 3522.
- 4.5. TERMINATION.** Both Parties retain the right to terminate their participation under this Agreement without cause and without penalty by providing thirty (30) days written notice to the other Party.
- 4.6. MODIFICATIONS.** Modifications within the scope of the instrument must be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, and approved by ICEMA prior to any changes being performed. The Parties are not obligated to fund any changes not properly approved in advance.
- 4.7. COMMENCEMENT/EXPIRATION DATE.** This Agreement is executed as of the date of effective date listed above and is effective for one (1) year from that date, at which time it will expire unless extended by a written agreement executed by both Parties and approved by the ICEMA Board of Directors.
- 4.8. NOTICES.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing. ICEMA EMS Administrator shall be copied on all notices.

To: Chino Valley Fire District	To: American Medical Response
Nathan Cooke 14011 City Center Drive Chino Hills, CA 91709 (909) 315-8802 Deputy Chief of Emergency Services ncooke@chofire.org	Diana McCafferty 7925 Center Ave Rancho Cucamonga CA 91730 (909) 477-5094 @diana.mccafferty@gmr.net Manager of Administration

	<p>With copy to:</p> <p>c/o Law Department  Global Medical Response, Inc.  6363 S. Fiddlers Green Circle, Suite 1500  Greenwood Village, CO 80111</p>
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- 4.9. AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

**IN WITNESS WHEREOF**, the Parties execute this Agreement hereto on the day and the year first written above.

CHINO VALLEY INDEPENDENT FIRE DISTRICT

AMERICAN MEDICAL RESPONSE OF  
INLAND EMPIRE

Christopher Gordon, Regional Director

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Signature

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Signature

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Date

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Date



## EXHIBIT A

### SCHEDULE OF EQUIPMENT RATES

#### FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
RECOVERY DIRECTORATE  
PUBLIC ASSISTANCE DIVISION  
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)/Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

# EXHIBIT B

## SCHEDULE OF PERSONNEL COSTS

California Governor's Office of Emergency Services (Cal OES) - Fire and Rescue Division  
**2021 SALARY SURVEY / ADMINISTRATIVE RATE**  
 for  
**AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO**  
**THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES**  
 (California Fire Assistance Agreement)

Print  
 Save  
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Please complete the salary survey information sheet. All fields on this form that pertain to your agency are required, or may be returned due to lack of information. Return your completed survey as soon as possible to:

Cal OES - Fire and Rescue Division  
 3650 Schriever Avenue, Mather, California 95655  
 -or-  
[cfraareimbursement@caloes.ca.gov](mailto:cfraareimbursement@caloes.ca.gov)

(Cal OES will verify receipt of your emailed salary survey by replying "received")

Agency 3-Letter MACS I.D.:	CHO
Agency / Department Name:	Chino Valley Ind FD
Chief's Name:	Tim Shackelford
Chief's Email Address*:	tshackelford@chofire.org
Department Email Address:	sheide@chofire.org
Physical Address, City, State, Zip:	14011 City Center Drive Chino Hills, CA 91709
Mailing Address, City, State, Zip:	14011 City Center Drive Chino Hills, CA 91709
Telephone Number:	909-902-5260
Federally Recognized Tribe? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Federal Fire Dept.? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Dept. of Defense? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/> Volunteer/Combo Fire Dept.? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>

\* Email is for the individual responsible for reviewing and processing the salary survey, administrative rate, and invoices.

All information provided on this form is subject to audit by Cal OES, CAL FIRE, and the Federal Fire Agencies signatory to the California Fire Assistance Agreement. Please provide the hourly Salary Rate, or Base Rate for each classification used by your agency that is reflected in the chart below. Instructions for Completing the Cal OES Salary Survey / Instructions for Completing Administrative Rate Calculations

A	B	C	D	E	F
Classification Title	Base Rates (ST) as of 06/01/2021 Are you utilizing these rates? If no, continue to D to enter your agency's Salary Rates. If yes, continue to C.	WC and/or UI? If yes, add to the rates listed in B and enter new rates in D.	Salary Rate or the Base Rate (ST) as of: 7/1/21 (If using Base Rate enter the rates from B or B + C)	Above B/C with an MOU/MOA for overtime.	MOU/MOA/GBR for Portal-to-Portal.
Chief	\$26.95 / hour Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 176.91 / hour	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Deputy Chief	\$26.95 / hour Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 146.21 / hour	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Division Chief	\$26.95 / hour Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 26.95 / hour	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
Assistant Chief	\$26.95 / hour Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 26.95 / hour	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
Battalion Chief	\$26.95 / hour Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 84.74 / hour		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Co. Officer/Capt./Lt.	\$22.30 / hour Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 62.64 / hour		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
App. Officer/Eng.	\$22.30 / hour Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 53.74 / hour		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Firefighter/FF-PMedic	\$22.30 / hour Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	\$ 46.85 / hour		Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Administrative Rate** (due by July 1st):			1868	Enter as Decimal	
Agency Federal Taxpayer I.D. Number or Federal Employee I.D. Number:			33-0469716		
Agency Data Universal Numbering System (DUNS) Number:			787096999		
FISCAL Supplier I.D. Number:			0000109473		

NOTE: These rates are not effective until the date they are received by Cal OES.

\*\*If your agency has an administrative rate on file, you are required to update and complete an administrative rate calculation sheet (Page 2) by July 1, 2021. After that date, the rate will default to the de minimis of 10%.

What is reported on this form constitutes direct salary costs for employees.

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that this information is correct. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA. I also agree to comply with all cooperator agency internal accounting and expense reimbursement standards.

Chief Tim Shackelford

Print Name  
 Cal OES Fire and Rescue Division - 2021 Salary Survey / Administrative Rate

*Tim Shackelford*  
 Authorized Representative

06/16/2021

Date  
 June 1, 2021

**2021 SALARY SURVEY / ADMINISTRATIVE RATE**

for

**AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO  
THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES  
(California Fire Assistance Agreement)**

Print

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**Agency 3-Letter MACS I.D.:** CHO **Agency/Dept. Name:** Chino Valley Fire District, California

**FY** 19 / 20 **Data for use in** 21-22 **Fire Agreements**

Year

**Administrative Rate (Include ONLY allowable costs and use whole numbers)**

PROGRAM	INDIRECT	DIRECT	TOTAL
Emergency Medical Services	136,077	0	136,077
General Administration	4,813,429		4,813,429
Information Technology	0		0
Logistics / Procurement / Supply / Minor Fire Equipment	570,386		570,386
Public Information Office	408,681		408,681
Telecommunications	350,701		350,701
Arson Investigation		0	0
Community Education		58,586	58,586
Facilities		409,628	409,628
Fire Comm. Center / Dispatch / Comm. & Control Center		934,197	934,197
Fire Hazard Reduction Program		0	0
Fleet		759,339	759,339
Hazardous Materials Response Program		0	0
Mapping		0	0
Operations		28,294,402	28,294,402
Prevention		2,226,264	2,226,264
Training		921,679	921,679
Urban Search and Rescue		0	0
<b>GRAND TOTALS</b>	<b>6,279,274</b>	<b>33,604,095</b>	<b>39,883,369</b>

**ADMINISTRATIVE RATE (INDIRECT COST/DIRECT COST):** 0.18686

As an authorized representative of my agency/dept., I certify to the best of my knowledge and belief, and under penalty of perjury that the administrative rate is correct and is established in accordance with the negotiated California Fire Assistance Agreement using the Instructions for Completing Administrative Rate Calculations and ICRP Definitions. Furthermore, my signature below represents acceptance by my agency/dept., as a cooperator, to comply with the authorities, terms and conditions of the CFAA.

**Chief Tim Shackelford**

Print Name

Cal OES Fire and Rescue Division - 2021 Salary Survey / Administrative Rate

Authorized Representative

**06/16/2021**

Date

June 1, 2021

## **EXHIBIT C**

### **MEMORANDUM OF UNDERSTANDING BETWEEN CVIFD AND CHINO VALLEY PROFESSIONAL FIREFIGHTERS, LOCAL 3522**

CVIFD and CVPF, Local 3522

Memorandum of Understanding

shall have the ability to flex their days as long as the change of work day falls in the same work period.

#### **Article 8. Overtime**

##### **Section 1. Definition**

Overtime for fire protection personnel shall be defined as all hours worked in excess of ninety-one (91) hours in a twelve (12) day work period. For purposes of defining overtime, paid leave time will be considered as time worked. Overtime shall be reported in increments of fifteen (15) minutes and is non-accumulative (may not carry over from shift to shift). Overtime shall not affect leave accruals. The District has the right to require overtime to be worked, as necessary.

When an employee has been relieved of duty at the end of an assignment shift, the employee is considered off duty. Employees shall not perform any additional duties after being relieved of duty at the end of an assignment shift, unless approved in advance by the Fire Chief or designee.

Time spent off duty while attending employee initiated training that is not directly related to the employee's current job duties shall not be considered as time worked for purposes of computing overtime compensation.

##### **Section 2. Overtime Compensation**

Any employee authorized by the Fire Chief or designee or authorized representative to work overtime shall be compensated at premium rates; i.e., one and one-half (1½) times the employee's regular rate of pay pursuant to Article 5 and applicable Special Pays pursuant to Article 6.

##### **Section 3. Payment**

Payment for overtime shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case, overtime compensation will be paid on the next regular payday after such computation can be made.

##### **Section 4. Work Period**

The work period for purposes of overtime, established for employees covered by this MOU, is based on a twelve (12) day cycle.

##### **Section 5. Fire Captain Status**

The District shall not declare, consider, or treat any Fire Captain as exempt from the Fair Labor Standards Act.

#### **Article 9. Call Back**

When an employee in a regular position returns to duty and the workstation at the request of the Fire Chief or designee, after said employee has been released from duty and has left the workstation, said employee shall be entitled to call back compensation.

Special tours of duty scheduled in advance or when employees are called back within two (2) hours of the beginning of a scheduled tour of duty are not call back hours for the purpose of this Article.