REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO		CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY)
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Fire-Rescue Department	DATE: 2/20/2015

SUBJECT: Authorization for Fire-Rescue to seek full reimbursement of rescue personnel while on emergency response out of jurisdiction in accordance with the California Fire Assistance Agreement (CFAA) 2015 Contract.

PRIMARY CONTACT (NAME, PHONE):	SECONDARY CONTACT (NAME, PHONE):
Brian Fennessy,533-4401	,

COMPLETE FOR ACCOUNTING PURPOSES

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE):

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Liaison Office		ORIG DEPT.	Mainar, Javier	03/04/2015
Environmental Analysis		CFO		
Financial Management		DEPUTY CHIEF		
		COO		
		CITY ATTORNEY		
		COUNCIL PRESIDENTS OFFICE		

PREPARATION OF: ☒ RESOLUTIONS ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)

1. Authorize the Fire-Rescue Department to seek full reimbursement of employee time while on emergency incidents outside of jurisdiction in accordance with Cal OES 2015 CFAA Rate Letter.

STAFF RECOMMENDATIONS:
Approve Requested Actions

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): 1-9

COMMUNITY AREA(S):	Citywide
ENVIRONMENTAL IMPACT:	This activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2).
CITY CLERK INSTRUCTIONS:	

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 2/20/2015
ORIGINATING DEPARTMENT: Fire-Rescue Department
SUBJECT: Authorization for Fire-Rescue to seek full reimbursement of rescue personnel while on emergency response out of jurisdiction in accordance with the California Fire Assistance Agreement (CFAA) 2015 Contract.
COUNCIL DISTRICT(S): 1-9
CONTACT/PHONE NUMBER: Brian Fennessy/533-4401

DESCRIPTIVE SUMMARY OF ITEM:
This action is to request City Council authorization to seek full cost recovery for Fire-Rescue employees while out of jurisdiction on emergency incidents in accordance with the 2015-2019 California Office of Emergency Services (Cal OES) agreement and 2015 California Fire Assistance Agreement (CFAA) Rate letter.
STAFF RECOMMENDATION:
Approve Requested Actions
EXECUTIVE SUMMARY OF ITEM BACKGROUND:
Fire-Rescue Department personnel respond to State and Federal emergency incidents throughout California as a California Fire and Rescue Mutual Aid System Agency. The cost of these responses is reimbursed pursuant to the California Fire Assistance Agreement (CFAA).

In previous CFAA contracts rescue personnel were reimbursed for time on the incident including pre and post incident time (portal to portal). Beginning with the 2015 contract rescue personnel will continue to be reimbursed for this portal to portal time but the contract now requires the responding agency to have a resolution in place spelling out portal to portal pay requirements.

Exhibit “A”, section A-8.2 of the 2015 CFAA requires, any agency seeking reimbursement of personnel for more than actual hours worked on the incident must file an MOU/MOA, governing body resolution (GBR) or equivalent document with Cal OES Fire and Rescue Division, and have it approved by the committee. The MOU/MOA, GBR or equivalent document shall indicate how personnel will be paid.

Currently all Fire-Rescue personnel are paid portal to portal in accordance with the Local 145 MOU, City Personnel salary rates and City fringe benefits.

FISCAL CONSIDERATIONS:Approval of this item will allow the City’s General Fund to be fully reimbursed for the portal to portal time of Fire-Rescue employees responding to emergencies out of jurisdiction under the CFAA contract. Response is on an as needed basis which hinders estimating reimbursement costs to the City.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):N/A

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Mainar, Javier
Originating Department

_____
Deputy Chief/Chief Operating Officer

Cal OES#_____6051-4
CAL FIRE#_____7CA02564
USFS#___I5-FI-11052012-107
NPS#_____P14AC01610
BLM#_____BAA151002
FWS#____FFF300008-15-002
BIA#_____A15ACPRO01

AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES

Between

STATE OF CALIFORNIA, GOVERNOR'S OFFICE OF EMERGENCY SERVICES;
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION;
USDA FOREST SERVICE, PACIFIC SOUTHWEST REGION;
USDI BUREAU OF LAND MANAGEMENT, CALIFORNIA STATE OFFICE;
USDI NATIONAL PARK SERVICE, PACIFIC WEST REGION;
USDI FISH AND WILDLIFE SERVICE, PACIFIC SOUTHWEST REGION; and
USDI BUREAU OF INDIAN AFFAIRS, PACIFIC REGION

THIS AGREEMENT made and entered into on last date signed by and between the State of California, Governor's Office of Emergency Services, hereinafter referred to as **Cal OES**; the State of California, Department of Forestry and Fire Protection, hereinafter referred to as **CAL FIRE**; the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management (BLM), California State Office; the USDI National Park Service (NPS), Pacific West Region; USDI Fish and Wildlife Service (FWS), Pacific Southwest Region, and USDI Bureau of Indian Affairs (BIA), Pacific Region, hereinafter referred to as the **Federal Fire Agencies**; all parties hereinafter referred to as the **Cal OES, CAL FIRE, and the Federal Fire Agencies**, under the provisions of the Act of December 12, 1975, PL 94-148, the Act of April 24, 1950 (16 USC 572), the Reciprocal Fire Protection Act, 42 USC 1856a, the Disaster Relief Act of 1974, PL 93-288, and The Federal Land Policy and Management Act of 1996, (PL 94-579, Sec, 307(b)).

NAME

This Agreement shall be entitled "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies", hereinafter referred to as the "**California Fire Assistance Agreement**", or **CFAA.**

RECITALS

1. The Federal Fire Agencies are responsible for providing a level of wildland fire protection for federal lands, as designated by Congressional action and Federal policy; and

2. CAL FIRE is responsible for providing a level of wildland fire protection for State Responsibility Area lands, as designated by the State Board of Forestry and Fire Protection; and

3. For efficiency and effectiveness, CAL FIRE and the Federal Fire Agencies may exchange protection area responsibilities with the understanding that Local Responsibility Area lands are not part of this Agreement or included in the exchange; and

4. Cal OES is responsible to provide for systematic mobilization, organization, and operation of necessary fire and rescue resources through the California Fire and Rescue Mutual Aid System in mitigating the effects of disasters and to ensure that the responding agencies understand the terms and conditions of the Agreement applicable to their response; and

5. Cal OES, CAL FIRE , the Federal Fire Agencies, and local agencies, at times of severe wildfire conditions and other emergencies, often have need of emergency apparatus and/or personnel to provide fire protection or perform other tasks during control actions; and

6. Cal OES, through the California Fire and Rescue Mutual Aid System, has such emergency apparatus and personnel, which may be available in the spirit of cooperation for dispatch and use; and

7. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish and enter into an Agreement for the prudent use of such emergency apparatus and personnel; and

8. Cal OES, CAL FIRE, and the Federal Fire Agencies will generally use this Agreement for engines, water tenders, and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place; and

9. This Agreement may be used to reimburse overhead for incident management teams where a local agreement is not in place; and

10. Cal OES, CAL FIRE and the Federal Fire Agencies shall use this Agreement as the fiscal authority for reimbursing local government agencies for the use of their resources. Annual operating plans may be utilized at the local level to facilitate administrative and operational issues; and

11. When this Agreement is exercised to obtain Cal OES resources and/or resources through the California Fire and Rescue Mutual Aid System, those resources will be reimbursed pursuant to this Agreement; and

12. When ordering any resource in Recital 5 of this Agreement from other agencies through the California Fire and Rescue Mutual Aid System, a local agency may utilize this Agreement as the fiscal authority for reimbursing other local agencies; and

13. Responsibility for determining the basis for requesting assistance through this Agreement rests with the Incident Commander or through the Emergency Command Center. The Incident Commander is responsible for all assignments and tactical decisions for resources obtained through this Agreement; and

14. Except as otherwise provided in Recital 25 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury including death, of employees, agents, and contractors, except that this waiver shall not apply to intentional torts; and

15. Agreement Committee

15.1 **California Fire Assistance Agreement Committee.** A California Fire Assistance Agreement Committee (the 'Committee') shall be formed by Cal OES for the purpose of negotiating the terms of the CFAA, and for maintenance of the Agreement. For the purposes of coordination, Cal OES Fire and Rescue Division Chief, or the Chief's designee, shall serve as the Chairperson.

15.2 **Composition of the Committee.** The Committee shall consist of Cal OES, CAL FIRE, the Federal Fire Agencies, and three advisory representatives from local government fire agencies in California: one from Northern California, one from Southern California, and one representing volunteer fire departments. The local government agency representatives shall be appointed by the Chairperson of the State of California Fire and Rescue Advisory Committee/FIRESCOPE, Board of Directors.

15.3 **Meetings to establish reimbursement rates and new methods of reporting or invoicing.** The Committee will meet in person annually to establish the Base Administrative Rate, Personnel Base Rates, and Equipment Rates to become effective upon publication of the rate letter each year. These rates will be published annually by Cal OES Fire and Rescue Division, in an "Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies Rate Letter".

The Committee will also review the Average Actual Rates, Actual Administrative Rates, Workers' Compensation Rates, and the Unemployment Rates on file with Cal OES Fire and Rescue Division, as well as negotiate procedural changes. The Average Actual Rates, Actual Administrative Rates, Workers' Compensation Rates, and Unemployment Rates are subject to change throughout the year due to labor negotiations, cost of living increases, and insurance rate recalculations, etc.

15.4 **Change in rates after the publication of the Annual Rate Letter.** Cal OES will monitor and track the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates and will notify the Committee of any rate changes. The Committee will, at a minimum, conduct a

conference call to formally discuss the new rates and determine if they are valid for a revised rate letter publication. Cal OES will forward the revised rates to the CFAA signatories for a two week review. Once the review process is complete and approved, a revised rate letter will be established and released for publication to the California Fire and Rescue Mutual Aid System Agencies.

15.5 **Meetings to re-negotiate the Agreement.** The Committee shall schedule meetings to begin no later than 12 months before the expiration date of the CFAA for the purpose of re-negotiation. It is recommended that the Committee produce the final document for signatures no later than six months before the expiration date of the Agreement.

The Committee will meet as necessary to make adjustments or changes to the Agreement.

THEREFORE, it is agreed as follows:

TERMS AND CONDITIONS

Incorporation of Exhibits into Agreement

16. The following exhibits are incorporated into this Agreement:

A. Reimbursement Policy and Procedures
B. ICS Type 3, 4, 5, 6, & 7 Engine, Equipment, Personnel, & Training Standards for Fire and Emergency Assistance
C. Reimbursement for Personnel Rotation
D. Communications Capabilities
E. ICS Tactical Water Tender, Equipment, Personnel, and Training Standards for Fire and Emergency Assistance
F. FEMA Equipment Rate Formula
G. Reimbursement Policy and Procedures for Outside the State of California Assignments
H. In-State Travel and Incident Related Expenses
I. Definitions

Exhibits to the Agreement may be revised upon request of the signatory agencies. The latest revision of any exhibit will be automatically incorporated into this Agreement without requiring a formal modification as defined in Recital 34.

Requests for and Release of Emergency Apparatus and Personnel

17. Under this Agreement, Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies may request emergency apparatus and personnel from the California Fire and Rescue Mutual Aid System. Resources ordered pursuant to this Agreement will be processed through the California Fire and Rescue Mutual Aid System. Cal OES will fill these orders by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.

18. Cal OES, CAL FIRE and the Federal Fire Agencies will use the current Resource Order Form (automated Resources Ordering and Status System, or equivalent) for all requests. Cal OES, CAL FIRE, and the Federal Fire Agencies shall not be responsible for any emergency apparatus and personnel not confirmed by their respective order and request number(s). Cal OES, CAL FIRE, and the Federal Fire Agencies are responsible for documenting within the request that the resources are being ordered under this Agreement.

19. Cal OES, CAL FIRE, the Federal Fire Agencies, and local agencies release or reassignment of emergency apparatus used pursuant to this Agreement will be coordinated through the on-scene Cal OES Fire and Rescue Chief Officer, the local jurisdiction agency representative, or their authorized representative. The Cal OES Chief officer or representative will ensure the inspection and inventory of such emergency apparatus prior to release to its home base in accordance with incident-established inspection and demobilization procedures.

Protective Clothing and Equipment

20. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by the most current version of the rules found at California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq.

Emergency Apparatus

21. Emergency apparatus shall meet minimum ICS type standards.

Communications Capabilities

22. **Strike Team/Task Force Leaders.** It shall be the responsibility of the jurisdiction sending a Strike Team/Task Force Leader to ensure that the leader has adequate communications capability. Adequate communications capability is identified and defined in the Statewide FIRESCOPE Frequency Plan.

Emergency Apparatus. It shall be the responsibility of the jurisdiction sending emergency apparatus to ensure that the emergency apparatus has common communications capability with the Strike Team/Task Force Leader. It is desirable that emergency apparatus have adequate communications capability as defined above.

Reimbursement Procedures

23. Provisions and procedures for reimbursement by Cal OES, CAL FIRE, and the Federal Fire Agencies for fire and emergency assistance are defined in Exhibit "A", Reimbursement Policy and Procedures. CAL FIRE and the Federal Fire Agencies will provide Cal OES Fire and Rescue Division with current billing addresses. Reimbursement for personnel on Cal OES-owned emergency apparatus shall be to local jurisdictions that provide such personnel by apparatus assignee Agreement with Cal OES.

24. It is desirable that Cal OES, CAL FIRE, and the Federal Fire Agencies establish a system that supports the electronic processing of salary surveys, invoices, and other pertinent documents.

Reimbursement for Emergency Apparatus Loss or Damage

25. Cal OES, CAL FIRE, and the Federal Fire Agencies may reimburse California Fire and Rescue Mutual Aid System Agencies providing resources through the California Fire and Rescue Mutual Aid System for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator, shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

26. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.

27. Except as otherwise provided in Recital 25 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors. This waiver shall not apply to intentional torts.

Claims Dispute Resolution

28. Should a California Fire and Rescue Mutual Aid System Agency not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with a forest agency, it should contact the appropriate agency's claims division, listed below:

28.1 **California Department of Forestry and Fire Protection Incidents:**
Victim Compensation and Government Claims Board
630 "K" Street
Sacramento, CA 95814

28.2 **U. S. Forest Service Incidents:**
Albuquerque Service Center
Claims Management
101B Sun Ave. NE
Albuquerque, NM 87109

28.3 **National Park Service Incidents:**
Fire Management Office
National Park Service
333 Bush St., Suite 500
San Francisco, CA 94104

28.4 **Bureau of Land Management Incidents:**
Bureau of Land Management
Branch of Fire and Aviation Management
2800 Cottage Way
Sacramento, CA 95825

28.5 **Fish and Wildlife Service Incidents:**
Fish and Wildlife Service
Pacific Southwest Region
2800 Cottage Way, W1834
Sacramento, CA 95825

28.6 **Bureau of Indian Affairs Incidents:**
Bureau of Indian Affairs
Branch of Fire and Aviation Management
2800 Cottage Way, Room W-2820
Sacramento, CA 95825

Examination and Audit

29. California Fire and Rescue Mutual Aid System Agencies and Cal OES shall be subject to examination and audit for five years after the final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited, to the cost of administration.

Appropriated Fund Limitation

30. Nothing herein shall be interpreted as obligating any parties herein to expend funds, or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

Officials Not To Benefit

31. No member of, or Delegate to, Congress or Resident Commission shall be admitted to any share or part of this Agreement or to any benefit to arise therefore, unless it is made with a corporation for its general benefit.

Civil Rights and Nondiscrimination

32. The cooperators shall comply with all federal statutes relating to nondiscrimination and all applicable requirements of all other federal laws, executive orders, regulations, and policies. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for "reasonable accommodation" in hiring of persons with disabilities; and (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et. seq.).

Previous Agreements Cancelled

33. This Agreement supersedes the Agreement entered into on October 20, 2009, and as extended January 1, 2014, June 30, 2014, and September 1, 2014 (Cal EMA# 6022-9, CAL FIRE# 7CA00236, USFS# 09-FI-11052012-150, NPS# H807507003, BLM# BAA081002, F&WS# 802233-9-J001, BIA# AGP000768), between the State of California, Emergency Management Agency; State of California, Department of Forestry and Fire Protection; USDA Forest Service, Pacific Southwest Region; USDI Bureau of Land Management, California State Office; USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

Amendments

34. Except as otherwise provided in Recitals 15 and 16, this Agreement may only be amended by written mutual consent of the parties hereto.

Effective Date and Termination

35. The parties herein agree to honor the terms and conditions commencing on January 1, 2015. This Agreement shall remain in effect until December 31, 2019. The Agreement may be terminated by any one of the parties upon 30 days' written notice to all the other parties.

Multiple Signature Pages

36. The parties agree to accept multiple signature pages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

DIRECTOR
STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF
EMERGENCY SERVICES

By: Mark S. Ghilarducci
Director

Date: 12-10-14

DIRECTOR
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By: Ken Pimlott
Director

Date: 8/27/14

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

By: Randy Moore
Regional Forester

Date: 12/15/14

CALIFORNIA STATE DIRECTOR
USDI BUREAU OF LAND
MANAGEMENT
CALIFORNIA STATE OFFICE

for By: James Kenna
California State Director

Date: 12/9/14

REGIONAL DIRECTOR
USDI NATIONAL PARK SERVICE
PACIFIC WEST REGION

for By: Chris Lehnertz
Regional Director

Date: 12/10/14

REGIONAL DIRECTOR
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

By: Amy Dutschke
Regional Director

Date: 12/17/14

REGIONAL DIRECTOR
USDI FISH AND WILDLIFE SERVICE
PACIFIC SOUTHWEST REGION

Acting By: Ren Lohoefener
Regional Director

Date: 12.12.14

Cal OES#_____6051-4
CAL FIRE#_____7CA02564
USFS#___I5-FI-11052012-107
NPS#_____P14AC01610
BLM#_____BAA151002
FWS#____FFF300008-15-002
BIA#_____A15ACPRO01

REVIEW:
The authority and format of this instrument has been reviewed and approved for signature by the following individuals:

CONTRACTING OFFICER
USDI BUREAU OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE

Traci D Thaler 12/8/2014

By: Traci D. Thaler
Contracting Officer

Date: (date signed above)

CONTRACTING OFFICER
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

By: Jodi Zachary
Contracting Officer

Date: 1/9/15

CONTRACTING OFFICER
USDI NATIONAL PARK SERVICE

By: Leo Guillory
Contracting Officer

Date: 12/10/2014

CONTRACTING OFFICER
USDI FISH AND WILDLIFE SERVICE
REGION 1 / REGION 8

By: Alice Garrett
Contracting Officer

Date: 12.11.14

GRANTS & AGREEMENTS SPECIALIST
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

By: Constance Zipperer
Grants and Agreements Specialist

Date: 8 December 2014

EXHIBIT "A"
REIMBURSEMENT POLICY AND PROCEDURES

GENERAL

A-1. It is the intent of the signatories to the CFAA to compensate California Fire and Rescue Mutual Aid System Agencies for the cost of assisting the State of California and the Federal Fire Agencies. The rates, methodologies, and formulas in the Agreement are intended to provide for such costs. The compensation shall be consistent with the California Fire and Rescue Mutual Aid System Agency's normal internal business practices and any existing memorandum of understanding (MOU)/memorandum of Agreement (MOA), governing body resolution, or equivalent, which supports those business practices.

A-2. The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus. Terms established in this section shall be made binding upon California Fire and Rescue Mutual Aid System Agencies by Cal OES and shall not be subject to interpretation or rejection by the jurisdiction providing assistance. See Clause A-36 for procedures that do not apply or are applicable to State Agency Fire Departments, Department of Defense Fire Departments, or Tribal Fire Departments.

A-3. California Fire and Rescue Mutual Aid System Agencies that provide their personnel and equipment to the State of California or the Federal Fire Agencies through the California Fire and Rescue Mutual Aid System and this Agreement, do so on a voluntary basis, and accept the following provisions for reimbursement.

A-4. It is understood and agreed that a California Fire and Rescue Mutual Aid System Agency providing personnel or California Fire and Rescue Mutual Aid System Agency-owned emergency apparatus shall obtain reimbursement for such response by billing the ordering entity (either the State of California or Federal Fire Agency) through the Cal OES invoicing process in accordance with this Exhibit.

A-5. Reimbursement for personnel and emergency apparatus will begin after the 12th hour. There shall be no reimbursement for responses of 12 hours duration or less with the exception of the Department of Interior (DOI) fire agencies (BLM, NPS, FWS, and BIA). DOI will reimburse from time of dispatch. If the duration of the response exceeds 12 hours and local agencies have an existing MOU/MOA, governing body resolution, or equivalent that indicates compensation for all hours worked, reimbursement for personnel and emergency apparatus shall cover the

entire time of commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. If local agencies do not have an existing MOU/MOA, governing body resolution, or equivalent that indicates compensation for all hours worked, local agencies will be reimbursed for actual hours worked. Should personnel or emergency apparatus be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel or emergency apparatus from its home base. Additionally, as the 12 hour period stated above is cumulative, responding personnel and/or emergency apparatus shall only be subject to one 12 hour period from the original time of dispatch, regardless of the number of re-assignments that may occur prior to returning to their home base.

A-6. In some cases on a single incident, the State of California and the Federal Fire Agencies may need to convert resources that were ordered under Statewide Master Mutual Aid (MMA) to reimburse resources under the California Fire Assistance Agreement. In these cases, MMA resources will be released by the responsible agency and reordered by the State of California and/or the Federal Fire Agencies through the CFAA. For resources that have been on the same incident for more than 12-hours, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. Resources that have been on the same incident under MMA for 12-hours or less will have their time applied to the California Fire Assistance Agreement 12-hour minimum. After the 12-hours are completed, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. The 12-hour period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.

A-7. An Administrative Rate will be added to the total of the personnel, fire engine, support equipment, and other approved reimbursements for local government. The Base Administrative Rate is set annually by the Committee per the rate letter published at the time of dispatch, unless the California Fire and Rescue Mutual Aid System Agency submits an agency-specific administrative rate in accordance with the Instructions for Completing Actual Administrative Rate Calculations. Cal OES will issue these instructions annually along with the salary survey instructions. California Fire and Rescue Mutual Aid System Agencies that develop an Actual Administrative Rate must review and update their rate by July 1 of each year.

REIMBURSEMENT – PERSONNEL

A-8. A committee will establish a standard reimbursement formula for local agency personnel with Base Rates applicable to all jurisdictions. The default reimbursement will be at the Base Rate for actual hours worked on the incident. Agencies can be reimbursed at a rate that is higher than the Base Rate, and/or for more than actual hours worked (up to 24 hours per day), as follows:

A-8.1 Any agency seeking reimbursement for its personnel at a rate higher than the appropriate Base Rate, must complete the annual salary survey and file it with the Cal OES Fire and Rescue Division. The Chief Financial Officer will provide verification that the personnel wages exceed the Base Rate for each requested position.

A-8.2 Any agency seeking reimbursement for personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, governing body resolution, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, governing body resolution, or equivalent shall indicate how personnel will be compensated.

A-8.3 Any agency seeking reimbursement for its supplemental personnel will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that supplemental personnel will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. Reimbursement shall be in accordance with Clause A-16.

A-9. The above required documentation for rates and hours shall be based on actual costs to the responding agency, and not contingent upon reimbursement from the State of California or Federal Fire Agencies at a rate that exceeds what the agency will pay its personnel. Reimbursements will be based on the salary survey and any applicable MOU/MOA, governing body resolution, or equivalent that is on file at the time of the initial dispatch.

Any MOU/MOA, governing body resolution, or equivalent is subject to review by the Committee. Local government will be formally notified of the determination.

A-10. These formulas and rates of payment shall constitute full reimbursement for direct costs, including back fill to local jurisdictions relative to personnel provided. Liability for workers compensation claims and/or payment of unemployment benefits shall remain the responsibility of the responding local, state, federal, and tribal agencies that directly employ the personnel. All calculations shall be subject to audit by the State of California or the Federal Fire Agencies in accordance with Recital 29, Examination and Audit.

A-11. Reimbursement for fractional hours shall be taken to the next quarter hour.

A-12. Reimbursement shall be made only for such personnel that have been specifically requested or approved by the State of California or the Federal Fire Agencies. Any personnel not given an Order/Request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.

Formula for Personnel Reimbursement Using Base Rates

A-13. California Fire and Rescue Mutual Aid System Agencies will be reimbursed at the established Engine Company Base Rate for personnel responding on emergency apparatus or as overhead personnel at or below the Strike Team/Task Force Leader Trainee level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.

A-14. California Fire and Rescue Mutual Aid System Agencies that have not submitted a Salary Survey for rates above the established Base Rates will be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:
$[(B \times H^1) + (B \times H^1 \times W) + (B \times H^1 \times U)]$ = Total Personnel Reimbursement
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:

$[(B \times H^2) + (B \times H^2 \times W) + (B \times H^2 \times U)]$ = Total Reimbursement
(approved form)

B= Base Rate
H^1 = All Hours (portal to portal)
H^2= Actual Hours Worked
W= Workers' Compensation Percentage Rate
U= State Unemployment Percentage Rate

The Established Base Rate (**B**) is based on the average of the CAL FIRE Fire Captain or Fire Apparatus Engineer base rates and the USDA Forest Service emergency hire rates for these positions applied to a 168 hour week, with 40 hours at straight-time and 128 hours at overtime. The total amount is then divided by 168 hours resulting in a blended rate.

Formula for Establishing the Base Rates

The following base rate formulas include an overtime component. As a result, the formulas will NOT be calculated at time and one half.

Base Rate formula for Engine Company personnel and Overhead at or below Strike Team/Task Force Leader Trainee
(AD-F + CAL FIRE Fire Apparatus Engineer base rate) / 2 = Combined Rate,
((Combined Rate x 40 Hours Straight Time) + (Combined Rate x 128 Hours Overtime)) / 168 = Base Rate

Numerical Calculation: 23.28 + 17.88 = 41.16 / 2 = 20.58, ((20.58 x 40) + (20.58 x 1.5 x 128)) = 4774.56 / 168 = $28.42

Base Rate formula for Overhead at or above Strike Team Leader/Task Force Leader
(AD-H + CAL FIRE Fire Captain base rate) / 2 = Combined Rate,
((Combined Rate x 40 Hours Straight Time) + (Combined Rate x 128 Hours Overtime)) / 168 = Base Rate

Numerical Calculation: 28.44 + 22.20 = 50.64 / 2 = 25.32, ((25.32 x 40) + (25.32 x 1.5 x 128)) = 5874.24 / 168 = $34.97

Definitions for abbreviations used in Base Rate Formula

AD - Administratively Determined Pay Plan for Emergency Workers. Pay rates for emergency (casual) employees of the Federal Fire Agencies.
AD F - The classification is Engine Boss.
AD H - The classification is Strike Team Leader.
CAL FIRE base Fire Captain and Fire Apparatus Engineer salary rates are converted to hourly rates.

Formula for Suppression Personnel Reimbursement Using Average Actual Rates

A-15. The California Fire and Rescue Mutual Aid System Agencies may submit Average Actual Rates to Cal OES Fire and Rescue Division for any personnel dispatched to an incident. The personnel who are dispatched to an incident will first be classified and reimbursed as described in Clauses A-15.1 through A-15.3. The submission of Average Actual Rates shall be on file with Cal OES Fire and Rescue Division prior to the time of personnel dispatch.

A-15.1 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division at or below the Battalion Chief level shall be reimbursed using one of the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:
$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)]$ = Total Reimbursement
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:
$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)]$ = Total Reimbursement
(*approved form)*

A= Average Actual Rate
H^1 = All Hours (portal to portal)
H^2= Actual Hours Worked
W= Workers' Compensation Percentage Rate
U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (**A**) is the average hourly rate of all personnel in the specific rank (e.g.: Captain, Engineer, Firefighter) within each individual jurisdiction.

A-15.2 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division above the Battalion Chief level shall be reimbursed using the following formulas:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:
$[(A \times H^1) + (A \times H^1 \times W) + (A \times H^1 \times U)]$ = Total Reimbursement
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:
$[(A \times H^2) + (A \times H^2 \times W) + (A \times H^2 \times U)]$ = Total Reimbursement
(approved form)

A = Actual Average Rate
H^1 = All Hours (portal to portal)
H^2 = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

A-15.3 If personnel above the Battalion Chief level have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid above straight time, the reimbursement will be calculated using one of the following formulas. The MOU/MOA, governing body resolution, or equivalent is subject to the provisions in Clause A-9, and must not be contingent on this Agreement or executed on the sole basis that there is reimbursement from Cal OES, CAL FIRE, or the Federal Fire Agencies.

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) and MOU/MOA, governing body resolution, or equivalent for above straight-time is:
$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)]$ = Total Reimbursement
(approved form)

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) and with an MOU/MOA, governing body resolution, or equivalent for above straight-time is:
$[(A \times H^2 \times 1.5) + (A \times H^2 \times 1.5 \times W) + (A \times H^2 \times 1.5 \times U)]$ = Total Reimbursement
(approved form)

A = Actual Average Rate
H^1 = All Hours (portal to portal)
H^2 = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

Formula for Non-Suppression Personnel Reimbursement Using Average Actual Rates

A-15.4 California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal OES Fire and Rescue Division for Non-Suppression Personnel shall be reimbursed for actual hours worked using the following formula:

The formula for the total invoice claim without an MOU/MOA, governing body resolution, or equivalent for all hours (actual hours) is:
$[(A \times 1.5 \times H^2) + (A \times 1.5 \times H^2 \times W) + (A \times 1.5 \times H^2 \times U)]$ = Total Reimbursement
(approved form)

A = Average Actual Rate
H^2 = Actual Hours Worked
W = Workers' Compensation Percentage Rate
U = State Unemployment Percentage Rate

The Average Actual Rate (**A**) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Heavy Equipment Mechanic, and Inspector) within each individual fire agency.

Non-Suppression Personnel, who have an MOU/MOA, governing body resolution, or equivalent that indicates they are to be paid portal to portal according to Clause A-8.2, will be reimbursed in accordance with the following Formula for Personnel Using Average Actual Rates:

The formula for the total invoice claim with an MOU/MOA, governing body resolution, or equivalent for all hours (portal to portal) is:
$[(A \times H^1 \times 1.5) + (A \times H^1 \times 1.5 \times W) + (A \times H^1 \times 1.5 \times U)]$ = Total Reimbursement
(Approved form)

A= Average Actual Rate
H^1 = All Hours (portal to portal)
W= Workers' Compensation Percentage Rate
U= State Unemployment Percentage Rate

The Average Actual Hourly Rate (**A**) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Mechanic, and Inspector) within each individual jurisdiction.

The 1.5 multiplier in the formula represents an hourly rate, which includes benefits for straight time, and an overtime rate for overtime hours.

Supplemental Fire Department Resource Reimbursement Using NWCG#004-2009

A-16. California Fire and Rescue Mutual Aid System Agencies seeking reimbursement for Supplemental Fire Department Resources will accept rates as outlined in **NWCG#004-2009, Attachment D**, which states that Supplemental Fire Department Resources will be reimbursed using General Schedule tables with locality pay applied for actual hours worked. California Fire and Rescue Mutual Aid System Agencies that roster or sponsor Supplemental Fire Department Resources shall be reimbursed at the rate of the position being filled on the incident.

California Fire and Rescue Mutual Aid System Agencies shall identify their Supplemental Fire Department Resources separately on the Supplemental Fire Department Resource section of the Cal OES Salary Survey and not include them under the Suppression responder categories. They are not a permanent part of the local fire organization. They are mobilized primarily for response to incidents/wildland fires outside of the fire agency's jurisdiction.

Supplemental Fire Department Resources shall be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire department's jurisdiction. Rates can be found on the Office of

Personnel Management website, http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2014/general-schedule/. Reimbursement costs shall not include portal to portal pay or the employee portion of benefits. Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resource. Approved travel costs will be in accordance with Clause A-33.

Engine Company and Tactical Water Tender Staffing

A-17. Engine company staffing shall not be less than three (3) or a reimbursable maximum of four (4). The State of California or the Federal Fire Agencies will reimburse based on the actual classifications responding, not to exceed one Company Officer, one Apparatus Operator, and one or two Firefighters. Tactical water tender staffing shall be reimbursed based upon the actual classifications responding, not to exceed two Apparatus Operators or one Company Officer and one Firefighter. Personnel filling Engine Company or tactical water tender positions shall be certified at the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Strike Team/Task Force Leader Trainee

A-18. The State of California or the Federal Fire Agencies shall provide reimbursement for personnel requested by the State of California or the Federal Fire Agencies to coordinate (Strike Team/Task Force Leaders) or otherwise support the California Fire and Rescue Mutual Aid System resources, or Cal OES-owned emergency apparatus used on incidents. A strike team/task force may, at the discretion of the local jurisdiction, include a Strike Team/Task Force Leader Trainee as a reimbursable member of the unit. The Trainee will be covered under a strike team/task force order-request number and will be identified on a separate Cal OES Emergency Activity Record (F-42), unless the Trainee is from the same California Fire and Rescue Mutual Aid System Agency as the Strike Team Leader. The Strike Team/Task Force Leader Trainee shall travel with the strike team/task force in a vehicle from the existing strike team/task force and will not be reimbursed for the use of a second vehicle. The Trainee may provide the vehicle for the assignment, but no more than one vehicle will be reimbursed. Personnel filling Strike Team/Task Force Leader Trainee positions shall be certified at the Strike Team/Task Force Leader Trainee level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or CICCS.

A-19. All Trainees will follow the qualification process in place at the incident.

Overhead Personnel

A-20. Personnel responding to a State of California or Federal Fire Agency's request for overhead positions shall meet the training and experience requirements established for the ICS position to be filled (Reference: NWCG 310-1 Sub System Guide or CICCS).

A-21. Requesting State of California or Federal Fire Agencies shall specify the mode of transportation for overhead personnel at the time of request. Reimbursement for travel shall be from local home unit or residence, whichever is less, using the most economical mode of transportation. Transportation may be arranged and shall be reimbursed/paid by the State of California or Federal Fire Agency.

Transfer/Reassignment to Other Operational Areas/Incidents

A-22. California Fire and Rescue Mutual Aid System emergency apparatus and personnel requested through this Agreement may not be reassigned to a different incident in another Cal OES Operational Area, or to another incident through a different Agreement without the responding agency's approval. The host State of California or Federal Fire Agency shall secure approval for such reassignment through the California Fire and Rescue Mutual Aid System.

Cal OES Support

A-23. Cal OES Fire Agency Representatives assigned to major incidents may need to have a Cal OES Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Staffing level for this resource shall be limited to a maximum of two (2) persons. Staff reimbursement will be based on the appropriate rate.

REIMBURSEMENT – EMERGENCY APPARATUS

A-24. The formulas and rates of payment for emergency apparatus shall be considered as covering all reimbursement related to the use of such vehicles except as provided in the Reimbursement of Emergency Apparatus Loss or Damage section in the Recitals of this Agreement, Recitals 25 through 27.

A-25. Reimbursement for emergency apparatus refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

California Fire and Rescue Mutual Aid System Agency Emergency Apparatus

A-26. Engines and Tactical Water Tenders shall be reimbursed in accordance with the current FEMA Schedule of Equipment Rates established in the Annual Rate Letter. Engines and Tactical Water Tenders rates are based on a 16-hour maximum allowable charge, per 24-hour period.

Reimbursement of other emergency response equipment shall be in accordance with 44 CFR 206.228 allowable costs.

A-27. California Fire and Rescue Mutual Aid System Agencies shall assume operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding to and returning from the State of California or Federal Fire Agency incidents. It shall be the responsibility of the responding jurisdiction to provide the necessary means of payment for such costs.

A-28. Once at the incident and until released, the State of California or the Federal Fire Agencies will provide for motor fuel and lubricants, normal servicing costs, and minor repairs incidental to operation of emergency apparatus including California Fire and Rescue Mutual Aid System Agency support equipment. Minor Repair is defined as any repair necessary to keep the equipment in operation on the fire, which requires not more than two hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.

Support Equipment, Privately-Owned Vehicles, and Rental Vehicles

A-29. The State of California or the Federal Fire Agencies shall reimburse California Fire and Rescue Mutual Aid System Agencies for use of agency support equipment and private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment at the rate established by the Committee for the type or category of vehicle used. Privately-owned vehicle rates will be reimbursed on a per mile basis according to the current Internal Revenue Service (IRS) standard rate for business miles.

A-30. In no case will a second support vehicle, privately-owned vehicle, or rental vehicle assigned to an individual, strike team, or task force be reimbursed.

A-31. Authorized Rental Vehicles: The use and reimbursement of rental vehicles requires authorization either at the time of the initial request in ROSS, or documented by written approval at the incident. The dispatch/mobilization centers for the requesting State of California or Federal Fire Agencies may make arrangements for procuring rental vehicles, or may direct the California Fire and Rescue Mutual Aid System Agency to make their own arrangements. Rental vehicles from an airport are discouraged and the use of economy cars is encouraged. Rental vehicles and the fuel expense while responding to, during, or returning from a State of California or Federal Fire Agency incident will be reimbursed for the actual costs incurred by the California Fire and Rescue Mutual Aid System Agencies. The process to obtain reimbursement for rental vehicle expenses is outlined in Exhibit “H”.

Other Equipment Rates (Excluding Aviation)

A-32. All other equipment not identified specifically in this exhibit will be reimbursed using the FEMA Schedule of Equipment rates. If a FEMA equipment rate is not identified for the type of equipment being used, a rate may be developed using the FEMA equipment rate formula in Exhibit "F".

REIMBURSEMENT – TRAVEL EXPENSES

A-33. At no time will the California Fire and Rescue Mutual Aid System Agencies seek reimbursement for travel expenses such as fuel, food, and lodging responding to, during, or returning from a State of California or Federal Fire Agency incident unless formally documented and approved in writing at the incident. The reimbursement of meals to and from the incident will be subject to the California state standard per diem and lodging rates specified in Exhibit "H".

Travel arrangements and reimbursement, including travel for relieving personnel and backfill, will only be made from the Fire Department/Agency location or residence whichever is closest to the incident or reporting location (such as staging).

If formally documented and approved in writing at the incident, the process to obtain reimbursement for in state travel and incident-related expenses is outlined in Exhibit "H".

REIMBURSEMENT – PERSONNEL ROTATION

A-34. When California Fire and Rescue Mutual Aid System Agency personnel are committed to extended assignments under this Agreement, there may be a need to rotate and replace personnel. Personnel under this Agreement are expected to be available a minimum of seven days (elapsed time) excluding travel, before needing replacement, regardless of the number of assignments from original dispatch.

Expenses that are reimbursable are limited to personnel costs and transportation costs. Reimbursement for personnel will be in accordance with general personnel reimbursement provisions of this Agreement. Please reference Exhibit C for specific personnel rotation procedures.

INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS

A-35. The responsible State of California or Federal Fire Agency will provide, when practical, shaded and/or climatically maintained accommodations for off shift sleeping, rest, and recuperation for local jurisdiction resources confined to the incident base. If the incident command finds it operationally feasible (e.g. strike team remains available) to place local jurisdiction resources in

a commercial sleeping accommodation, it may be provided by the Federal Fire Agencies and CAL FIRE.

REIMBURSEMENT- STATE OF CALIFORNIA, FEDERAL, DOD, AND TRIBAL FIRE DEPARTMENTS

A-36. State Agency Fire Departments, Federal Fire Departments, DOD Fire Departments, and Tribal Fire Departments may respond through the California Fire and Rescue Mutual Aid System. Tribal Fire Department's that have a compacted or contracted wildland fire program from BIA will respond through the Federal Dispatching System and not through the California Fire and Rescue Mutual Aid System.

State Agency Fire Department personnel will be reimbursed in accordance with reimbursement provisions for local jurisdictions except that the base rate provisions will not apply to inmate firefighters. Inmate firefighters will be reimbursed at their actual straight time rate in accordance with California Department of Corrections payment practices.

Reimbursement of Federal, DOD, and Tribal Fire Departments that respond to CAL FIRE fires will be in accordance with the reimbursement provisions for local jurisdictions.

Reimbursement of Federal, DOD, and Tribal Fire Departments that respond to Federal Fire Agency fires are governed by other federal agreements. In these cases Cal OES will not produce or process reimbursement invoices for DOD and Tribal Fire Departments. DOD Fire Departments responding under this Agreement will invoice the supported Federal Fire Agency directly in accordance with existing federal and local agreements. Tribal Fire Departments responding under this Agreement will invoice the BIA directly in accordance with existing federal or local Agreements.

REQUESTING REIMBURSEMENT

A-37. California Fire and Rescue Mutual Aid System Agencies will prepare a Cal OES Form F-42, F-78 or other approved form and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. These forms are provided by Cal OES Fire and Rescue Division. The Form (F-42/F-78 or other approved form) must be signed by a responsible officer of the jurisdiction seeking reimbursement and by the State of California or Federal Fire Agency Incident Command to verify that the resources requested on the F-42/F-78 or other approved form were authorized by the ordering agency and is the initial step for invoice processing. The completed F-42/F-78 or other approved form is forwarded to Cal OES Fire and Rescue Division Headquarters for processing. **FORMS F-42/F-78 or other approved form should be submitted to the Cal OES Fire Agency Representative at the incident. In the absence of a Cal OES Fire Agency Representative, FORMS**

F-42/F-78 or other approved form should be SUBMITTED TO Cal OES FIRE AND RESCUE DIVISION BY THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY WITHIN 30 CALENDAR DAYS OF RELEASE FROM THE INCIDENT OR PAYMENT WILL BE DELAYED.

A-38. Within 60 calendar days of receipt of the F-42/F-78 or other approved form, Cal OES Fire and Rescue Division will process the F-42/F-78 or other approved form data into invoices (F-142) and return to the California Fire and Rescue Mutual Aid System Agency for verification of billing amounts and signature. **THERE WILL BE A DELAY IN PAYMENT FOR INVOICES (F-142) NOT RETURNED TO Cal OES FIRE AND RESCUE DIVISION WITHIN 30 CALENDAR DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE.**

A-39. Upon return receipt and verification of the invoice (F-142) by the California Fire and Rescue Mutual Aid System Agency, Cal OES Fire and Rescue Division will forward the invoice (F-142) to the appropriate State of California or Federal Fire Agency within 30 calendar days along with a copy of the F-42/F-78 or other approved form as the source document. Inquiries from the State of California and Federal Fire Agencies regarding amounts billed will first be addressed to Cal OES Fire and Rescue Division as soon as possible, as the first step in a joint resolution process.

A-40. The State of California or Federal Fire Agency will remit payment to the California Fire and Rescue Mutual Aid System Agency within 60 calendar days of receipt of invoice (F-142) from Cal OES.

A-41. In the event that CAL FIRE or a Federal Fire Agency identifies a discrepancy with an invoice (F-142), Cal OES will provide the California Fire and Rescue Mutual Aid System Agency a new invoice with the corrected invoice amount and the reason for the change. Cal OES has 30 calendar days to make the change and provide a corrected invoice to the California Fire and Rescue Mutual Aid System Agency and either CAL FIRE or the appropriate Federal Fire Agency.

A-42. CAL FIRE or the Federal Fire Agency will provide copies of payment schedules to Cal OES for invoices (F-142s) CAL FIRE or the Federal Fire Agency has paid within 60 calendar days of remittance to the California Fire and Rescue Mutual Aid System Agency. Cal OES Fire and Rescue Division will reconcile the payment schedules against outstanding invoices (F-142s) on a monthly basis.

A-43. Cal OES will form and chair working groups with membership from the Committee to develop methodologies to streamline the reimbursement process.

The State of California and Federal Fire Agencies will work on procedures to improve reimbursement timelines. These activities will be documented and shared with the California Fire and Rescue Mutual Aid System Agencies.

A-44. The Terms and Conditions and Exhibits in this Agreement may necessitate new methods of reporting and invoicing. All proposed changes to this Agreement, or associated business processes shall be approved by the State of California or Federal Fire Agencies that are parties to this Agreement.

A-45. Reimbursement for emergency apparatus and personnel shall be made directly to the California Fire and Rescue Mutual Aid Agency providing the resource, and **NOT** to individuals.

Federal Agency Electronic Fund Transfer

A-46. Federal agencies require the following for reimbursement to California Fire and Rescue Mutual Aid System Agencies:

a) Taxpayer Identification Number (TIN) – This number is applied for and issued by the Internal Revenue Service (IRS). Contact the IRS @ www.irs.gov or (800) 772-1213.
b) Electronic Funds Transfer (EFT) – The cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

   a. The payment recipient does not have an account at a financial institution.
   b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving the check.
   c. The payment recipient has a physical or mental disability, or a geographic language, or literacy barrier.

   In order to receive EFT payments, the recipient/cooperator shall register in the System for Award Management (SAM). You may register by going to www.sam.gov and follow the instructions provided on-line. For assistance, contact the SAM Assistance Center at (800) 606-8220.

c) DUNS Number – The cooperator shall obtain a Dunn and Bradstreet Data Universal Numbering System (DUNS). This is a requirement for registering in SAM. The DUNS number does not replace existing numbers, such as Employer Identification Number (EIN), the Tax Identification Number (TIN), and State Application Identifier (SAI) numbers that are required by statute, Executive Order, or regulation. You may obtain a DUNS number by contacting Dun & Bradstreet via the web at www.dunandbradstreet.com or by phone at (800) 234-3867 or (866) 794-1580. A DUNS number will be provided immediately by telephone at no charge.

EXHIBIT "B"
ICS Type 3, 4, 5, 6, & 7 ENGINE, EQUIPMENT, PERSONNEL, & TRAINING STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE

The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow with regard to their use of Type 3 through 7 engines, equipment, personnel, and training standards for mutual aid and/or CFAA-reimbursable responses.

The State of California or the Federal Fire Agency Type 3 through 7 Engines have a number of features that enhance their capability to operate on narrow, steep or unimproved roads and to allow the efficient application of water or other agents. The minimum features of the engines are:

- Short Wheel Base
- High Ground Clearance
- High angle of approach & departure
- Lower Gross Vehicle Weight (GVW) than Type 1 or 2 engine
- Engine unit # on roof

Engine Protection Line:
This hose is intended for engine protection and is not to be used for other purposes. Alternatives to meet this include:

- Live reel with a minimum of 150 feet of hard rubber hose, not less than three-fourths (3/4) inch inside diameter, or a;
- Hose tray/basket containing a minimum of 150 feet of 1inch National Pipe Straight Hose also known as "iron pipe" threaded fittings (NPSH) or 1-1/2 inch National Hose (NH) cotton/synthetic lined hose, with a combination nozzle, and the hose shall be configured for immediate deployment. Hose shall be connected to the water supply and fully charged. The 150 feet of hose specified here is in addition to the hose specified under components.

The fire engine must be equipped with baffles that reduce the shifting of the water load. Most engines should meet this NFPA standard; however, this requirement is also applicable to all water tenders.

The main fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS Type engine as designated in the current edition of the ICS Field Operations Guide ICS-420-1. The pump, as mounted, shall be capable of drafting water from a water source located 15 feet vertical distance below the pump through the required suction hose.

All engines will have pump and roll capabilities for mobile attack on fire line utilizing a 1.5 inch hose with a 1.5 inch combination nozzle.

- In addition to live reel hose or hose tray/basket hose:1.5 inch hose will be configured to facilitate progressive hose deployment providing for a l00 foot lateral of 1 inch hose every 200 feet of 1.5 inch trunk line once the fire's edge is encountered.
- All hose utilized must meet or exceed USDA Specification 5100-186b. One-inch hoses and nozzles will have NPSH; 1inch hose with NH threads shall be provided with a sufficient number of NPSH adapters. One and one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Minimum Engine Equipment InventoryComponents	**Engine Type**				
	3	**4**	**5**	**6**	**7**
Engine Requirements					
Tank Minimum Capacity (gal)	500	750	400	150	50
Pump Minimum Flow (gpm)	150	50	50	50	10
At Rated Pressure (psi)	250	100	100	100	100
Pump & Roll	Yes	Yes	Yes	Yes	Yes
Max GVWR (lbs)			26,000	19,500	14,000
Personnel					
Minimum Personnel	3	3	3	3	3
Hose Requirements					
Hose 1.5”	1000	300	300	300	0
Hose 1”	500	300	300	300	200
Hard Suction Hose 8’ or 10’	2	2	2	2	2
Fill Hose 1.5” x 15’	1	1	1	1	1
Booster Line min 3/4 inch	100	100	100	100	100
Firefighting Equipment					
Shovels	2	2	2	2	2
Pulaskis	2	2	2	2	2
McLeod or Combo tool	2	1	1	1	1
Chainsaw with tool kit	1	1	1	1	1
Hose Clamp 1.5”	2	2	2	2	1
Spanner Wrench 1.5” & 1”	2	2	2	2	1
Hydrant Wrench Adjustable	1	1	1	1	1
Adaptor 1.5” NH to 1.5” NPSH	1	1	1	1	1
Adaptor 1.5” NPSH to 1.5” NH	1	1	1	1	1
Double male 1.5” NH	1	1	1	1	1

Components	Engine Type				
	3	4	5	6	7
Firefighting Equipment					
Double female 1.5" NH	1	1	1	1	1
Double male 1" NPSH	1	1	1	1	1
Double female 1" NPSH	1	1	1	1	1
Gated Hose Tees, 1.5" NH x 1.5" NH x 1" NPSH	4	2	2	2	2
Gated Wyes 1.5" NH x 1.5" NH x 1.5" NH	2	1	1	1	1
Reducers/adaptors 1.5" NH to 1" NPSH	2	1	1	1	1
Nozzle 1.5" Wildland, Adjustable	4	2	2	2	2
Nozzle 1" Wildland, Adjustable	4	2	2	2	2
Class A Foam, 5- gallons	1	1	1	1	1
Drip Torch or Fusees (case)	1	1	1	1	1
Backpack pump, 5-Gallons	2	2	2	2	2
Chock Blocks	1	1	1	1	1
Inventory List of Engine Equipment	1	1	1	1	1
Communications (Programmed per the current edition of the FIRESCOPE Statewide Frequency Channel Plan. Exhibit "D" identifies communications capabilities.)					
Mobile Radio	1	1	1	1	1
Portable Radio (preferred 1/person)	1	1	1	1	1
Personnel Support					
Personnel Protection Equipment	As in Ex. "B"	As in Ex. "B"	As in Ex. "B"	As in Ex. "B"	As in Ex. "B"
First Aid Kit/Supplies for Engine Personnel	1	1	1	1	1
Drinking Water for Engine Personnel	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply
Food/Rations for Engine Personnel	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply	24-Hr Supply
Other/Misc.					
Special Tools for Engine/Pump Repair	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment
Bolt Cutters	1	1	1	1	1
Fuel Cans/Oils	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment	Specific to Equipment
Other/Misc.					
Fire Extinguisher 2A10BC	1	1	1	1	1
Highly Recommended/Desirable Items					
GPS Unit	1	1	1	1	1
Belt Weather Kit or Other Weather Reading Device	1	1	1	1	1
Portable pump with min. rating of 35 GPM	1	1	1	1	1
Equipment Compliment as identified in the Interagency Standards For Fire and Aviation Operations (Redbook), Chapter 14- Firefighting Equipment, and Appendix M-NUS Engine Stocking Level	Specific to Engine Type	Specific to Engine Type	Specific to Engine Type	Specific to Engine Type	Specific to Engine Type

Personal Protective Equipment (PPE)

Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each department is responsible for seeing that CAL/OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

- Safety helmet that meets the minimum standards required by California Code of Regulations (CCR), Title 8, Section 3410
- Goggles, protection that meets the minimum requirements for design, construction and use as required by CCR, Title 8, Sections 3382 and 3404.
- Ear protection to comply with CCR Title 8 Sections 3405 and 3410(c)
- Nomex hood, shroud, or equivalent face and neck protection
- Nomex shirt
- Nomex pants
- Gloves, CAL/OSHA approved for wildland fire fighting
- Safety work boots, heavy-duty, lace-type, with deeply lugged soles and heels, and leather tops at least eight inches in height.
- Headlamps w/spare batteries
- Chain saw chaps for chainsaw operator
- Wildland fire shelter

Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction strike team/task force arrives at an incident it can perform all of the missions that would be expected of the State of California and Federal Fire Agencies' engine strike teams. .

All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCS. Training topics include but are not limited to:

Wildland strategy & tactics
Wildand fire behavior
Wildland hoselays
Wildland fire safety
Fireground communications
Backfiring/Firing-out
Handline construction
Structure triage
Structure defense preparation
Fire weather

EXHIBIT "C"
REIMBURSEMENT FOR PERSONNEL ROTATION

Clause A-36 authorizes the reimbursement of personnel and transportation costs incurred to replace California Fire and Rescue Mutual Aid System Agency personnel committed to extended assignments under this Agreement. Personnel under this Agreement are to be available a minimum of seven days excluding travel (portal to portal) before needing replacement, regardless of the number of assignments. This exhibit lists the procedures necessary for a local jurisdiction to follow before reimbursement for their costs will be processed for rotation of their personnel. These procedures only apply when the emergency apparatus remains assigned to the incident but the personnel are rotated. The procedures are:

C-1. The incident commander or MOB center manager to which the resources are assigned must approve the personnel rotation and method of transportation. Such approval should not be denied without substantial cause, e.g. imminent planned release (24 – 36 hours) of the resources, or a negotiated extension through the Cal OES Fire Agency Representative. The personnel rotation and transportation plan must be coordinated through the incident, the ordering point, agency representative, and/or the overhead responsible for the personnel to be rotated.

C-2. The approved personnel rotation will be documented in:

C-2.1. **The approved automated resource ordering and status system of record (ROSS).** The resource order will be annotated in the documentation section to include the following information:

2.1.a. Date and time of approval for the specific personnel rotation.

2.1.b. Names of incoming and outgoing personnel, with identification of home units.

2.1.c. Method, date and time of transportation of both incoming and outgoing personnel.

2.1.d. A new subordinate request to the existing "E" number will be generated by the incident when a separate vehicle will be used in support of a personnel rotation.

2.1.d.1. In the event a new subordinate request cannot be added to the existing "E" number, the incident approval must be documented in the documentation section of the resource order.

C-2.2. **F-42 "Emergency Activity Record"**

2.2.a. Box 12 of the original F-42 will document any personnel rotation with the date and time of the rotation for all individuals whether or not the personnel rotation will be reimbursed.

2.2.b. **ONLY** when a fire agency is requesting reimbursement for an approved personnel rotation that includes transportation cost will a new F-42 be required (Personnel Information, Box 11 & Support Vehicle Information, Box 8 on F-42 and referenced to the original "E" number, Box 12).

2.2.b.1 For approved personnel rotation documented only in the documentation section, a copy of the resource order must be submitted with the F-42.

2.2.c. Invoices (F-142's) will identify personnel involved in any rotation and will itemize the costs of transportation for personnel rotations with support documentation.

C-2.3. **ICS-214 Unit Log**

2.3.a. Details of personnel rotation need to be documented (Unit Logs to be retained on file by individual fire agency).

If both the emergency apparatus and the personnel need replacement, the resources will be released and a new resource will be ordered.

EXHIBIT "D"
COMMUNICATIONS CAPABILITIES

It shall be the responsibility of the agency sending mutual aid resources to ensure that those resources have adequate communications capabilities. Adequate communications capability is defined as VHF Highband radios with a minimum of 240 channels and pre-programmed with the most current FIRESCOPE STATEWIDE FREQUENCY CHANNEL PLAN.

Emergency apparatus used for mutual aid will have a mobile VHF Highband radio (powered by the emergency apparatus battery and connected to an external antenna) and a minimum of one portable VHF Highband radio. The VHF Highband portable radio should be capable of being operated by alkaline batteries.

Strike Team/Task Force Leaders: In addition to the communications capability required for emergency apparatus, Strike Team/Task Force Leaders are encouraged to respond with a conventional 800 MHz radio pre-programmed with the 800 MHz mutual aid channels as identified in FIRESCOPE STATEWIDE FREQUENCY CHANNEL PLAN.

For Narrowband Radios: On January 1, 2013, all public safety and business industrial land mobile radio systems operating in the 150-512 MHz radio bands must cease operating using 25 kHz efficiency technology, and begin operating using at least 12.5 kHz efficiency technology. This deadline is the result of an FCC effort that began almost two decades ago to ensure more efficient use of the spectrum and greater spectrum access for public safety and non-public safety users. Migration to 12.5 kHz efficiency technology (once referred to as Refarming, but now referred to as Narrowbanding) will allow the creation of additional channel capacity within the same radio spectrum, and support more users.

After January 1, 2013, licensees not operating at 12.5 KHz efficiency will be in violation of the Commission's rules and could be subject to FCC enforcement action, which may include admonishment, monetary fines, or loss of license. Agencies shall ensure that local radio channels are not utilized outside of the agency's licensed area of operation.

Agencies should provide a minimum of 4 hours of annual basic radio training for Division Supervisors, Strike Team Leaders, and single resource leader positions.

EXHIBIT "E"
ICS TACTICAL WATER TENDER, EQUIPMENT, PERSONNEL, AND TRAINING STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE

The purpose of this Exhibit is to identify the minimum standards that California Fire and Rescue Mutual Aid System Agencies should follow in regard to their use of tactical water tender, equipment, personnel, and training standards for mutual aid and/or CFAA reimbursable responses.

The State of California or the Federal Fire Agency tactical water tender has a number of features that enhance its capability to operate on narrow, steep or unimproved roads to allow the efficient distribution of water. The minimum features of the tactical water tender are:

- Short wheelbase
- High ground clearance
- High angle-of-approach & departure
- Engine unit # on roof
- The tactical water tender must be equipped with baffles that reduce the shifting of the water load.
- The fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS tactical water tenders as designated in the current edition of the ICS Field Operations Guide ICS-420-1.
- A portable pump, with a minimum rating of 35 GPM is desirable.
- If pump and roll capability is requested, tactical water tenders should utilize a 1.5 inch hose with a 1.5 inch combination nozzle.
- If needed, 4-wheel drive must be requested
- If needed, a class A foam system must be requested
- Live reel hose or hose tray/basket
- Hard suction hose with strainer
- Soft suction hose
- All hose utilized must meet or exceed USDA Specification 5100-186b. One-and-one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Recommended Minimum Tactical Water Tender Equipment Inventory

3 inch fire hose	NH Thread	300 Feet
1.5 inch fire hose	NH Thread	200 Feet
Shovel		1
Adjustable hydrant wrench		2
Combination 1-1/2 inch nozzle		3
Pulaski		1

McLeod or combination tool		1
Spanner wrench		3
Double male, 1.5 inch NH		1
Double female, 1.5 inch NH		1
Double male, 2.5 inch NH		1
Double female, 2.5 inch NH		1
Reducer/Adapters, 2.5 inch NHF to 1.5 inch NHM		1
Fusees (case) or drip torch		1
Water, drinking		3 gallons
First Aid Kit, 5-person		1
Communications	1-mobile radio, minimum 1-portable radios (preferred 1-per assigned personnel). **Programmed per the current edition of the FIRESCOPE Statewide Frequency Channel Plan. Exhibit "D" identifies communications capabilities.	

Personal Protective Equipment (PPE)

Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each department is responsible for seeing that CAL/OSHA standards for safety clothing and equipment are provided and used for wildland firefighting. Wildland fire suppression safety clothing and equipment includes:

- Safety helmet that meets the minimum standards required by California Code of Regulations (CCR), Title 8, Section 3410.
- Goggles, protection that meets the minimum requirements for design, construction and use as required by CCR, Title 8, Sections 3382 and 3404.
- Ear protection to comply with CCR, Title 8, Sections 3405 and 3410(c).
- Nomex hood, shroud, or equivalent face and neck protection.
- Nomex shirt
- Nomex pants
- Gloves, CAL/OSHA approved for wildland firefighting.
- Safety work boots, heavy-duty, lace-type, with deeply lugged soles and heels, and leather tops at least eight inches in height.
- Wildland fire shelter

Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction tactical water tender arrives at an incident it can perform all of the missions that the State of California and Federal Fire Agencies' tactical water tenders can.

All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCS. Training topics include but are not limited to:

Wildland strategy & tactics
Wildland fire behavior
Wildland hose lays
Wildland fire safety
Fireground communications
Backfiring/Firing-out
Handline construction
Structure triage
Structure defense preparation
Fire weather

EXHIBIT "F"
FEMA EQUIPMENT RATE FORMULA

Hourly Rate= Depreciation + Overhead + Overhaul Labor + Overhaul Parts + Field Labor +Field Parts + Fuel + Lube + Tires

Where:
Depreciation= (Acquisition Cost – Salvage Value) / Economic Life
Generally Acquisition Cost = (1 – [Discount % / 100]) * (List Price + Sales Tax + Freight Cost)

Hourly Overhead = Overhead / 2112 hours
Where Overhead represents annual equipment overhead costs resulting directly from equipment ownership, the costs include such things as normal risk insurance, storage and security, inspection, and licenses. Profit, project overhead, and general overhead costs are not included in this number. 2112 hours is an annual equipment ownership baseline.

Overhaul Labor = (Annual Overhaul Labor Hours * Mechanic's Wage) / 2112

Overhaul Parts = Annual Overhaul Parts Cost / 2112

Field Labor = (Annual Field Repair Labor Hours * Mechanic's Wage) / Average Annual Use Hours

Field Parts = (Annual Field Repair Parts Cost + Miscellaneous Supply Parts Cost) / Average Annual Use Hours

Fuel = Average Annual Fuel Cost / Average Annual Use Hours
or
Fuel = Hourly Fuel Consumption Rate * Unit Cost of Fuel

Lube = Annual Lube Cost / Average Annual Use Hours

Tires = Tire Cost / Tire Life

** You may also use FEMA's Special Use Equipment Formula at
http://www.caloes.ca.gov/FireandRescue/Pages/Reimbursement.aspx**

EXHIBIT "G"
REIMBURSEMENT POLICY AND PROCEDURES FOR OUTSIDE THE STATE OF CALIFORNIA ASSIGNMENTS

This Exhibit applies to Cal OES and the Federal Fire Agencies only.

The California Fire and Rescue Mutual Aid System Agencies shall use the following procedures to secure reimbursement for the provision of personnel and local government-owned emergency apparatus ordered for use on Federal incidents outside the State of California.

Reimbursement of personnel, emergency apparatus, and support equipment will be consistent with Exhibit "A" Reimbursement Policy and Procedures with the following exceptions:

1. Travel costs for lodging and per diem for personnel shall be reimbursed at the rates and methods established within Exhibit H, limited to the California State Standard Per Diem Rates in effect at the time of the response. Lodging expense will follow the "all counties/cities located in California" up to $90.00 per night, plus tax. Exceptions will be handled case by case with formal documented and written approval.

2. Reimbursement for Cal OES-owned communications equipment (e.g., cell and satellite phones or air and phone credit cards) will be at the total actual cost to the State of California

3. Reimbursement invoices for Cal OES personnel, travel, and equipment will be on an actual cost basis, supported by accounting records, payroll records, and/or activity cards. Invoices for Cal OES resources should be submitted no later than 5 months after the end of the incident.

4. Invoices for Cal OES resources will include an administrative rate as determined by the State of California under the Office of Management and Budget (OMB) circular A-87.

5. Length of assignments for resources responding to incidents outside the State of California will be consistent with the appropriate Federal Fire Agency's policy. Conditions in Clause A-34 of Exhibit "A" concerning minimum of seven days (elapsed time), excluding travel, will not apply to resources responding to requests outside the State of California. Federal Fire Agency policy on the length of an assignment outside the state is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit. Standard assignment length is 14 days, exclusive of travel from and to home unit. Time spent in staging and preposition status counts toward the 14 day limit, regardless of pay status, for all personnel, including Incident Management Teams.

EXHIBIT "H"
IN-STATE TRAVEL AND INCIDENT RELATED EXPENSES

The purpose of this exhibit is to identify allowable costs and the process for submitting such cost for in-state travel and incident related expenses. This exhibit primarily pertains to costs associated with fuel, food, vehicle and lodging costs as stated in Clauses A-33 and A-35 of Exhibit "A", as well as attributable incident expenses such as loss or damage to local agency emergency apparatus or support equipment identified in Recital 25 of this Agreement.

In some cases miscellaneous expenses outside of the above mentioned may be approved if the incident finds that the expense(s) is also attributable to the incident.

In order for local agencies to be eligible for reimbursement of expenses related to this exhibit, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for an incident. The formal approval must be documented on a General Message Form ICS-213 with the associated "S#" validating the expense(s). The General Message Form ICS-213 must be signed by either the Finance Section Chief, Incident Business Advisor, or the Incident Commander.

NOTE: S#'s should ONLY be issued when the incident cannot accommodate the expense in need, and all other options to provide the expense(s) have been exhausted.

Approved out of pocket expense(s) must accompany the F-42 or F-78 along with the formal approval on the General Message ICS-213 documenting the S#, the itemized receipt(s), and the In State Travel and Incident Related Expense Log. Receipts for meals and incidentals are not required. All other receipts must be taped to an 8 ½ x 11 sheet of paper in date order. All sides of the receipts must be taped and legible; photo copies are preferred.

Rental Vehicles

Rental vehicles authorized on the resource order do not need additional incident approval. The cost of the rental vehicle, if incurred by the local agency, and the fuel purchased to operate the rental vehicle must be submitted on the In State Travel and Incident Related Expense Log with receipts taped or photo copied. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident as identified above.

Cal OES#_____6051-4
CAL FIRE#_____7CA02564
USFS#___I5-FI-11052012-107
NPS#_____P14AC01610
BLM#_____BAA151002
FWS#____FFF300008-15-002
BIA#_____A15ACPRO01

Check List:

- ☐ General Message Form 213 signed by the Finance Section Chief, Incident Business Advisor, or Incident Commander
- ☐ S# documented on the General Message Form 213
- ☐ F-42 or F-78 or other approved form
- ☐ In-State Travel and Expense Log with expense documented in date order
- ☐ Receipt(s)* taped on all sides to an 8 ½ x 11 sheet of paper in date order (photocopies preferred)
  *Receipt(s) for meals and incidentals are not required

If costs are associated with food or lodging, the reimbursement will be limited to the California Standard Per Diem Rates in effect at the time of response:

- Breakfast - $7.00
- Lunch - $11.00
- Dinner - $23.00
- Incidentals - $5.00 (only after the first 24 hours)
- Lodging:
  - All Counties/Cities located in California (except as noted below):
    - Actual lodging expense, supported by a receipt, up to $90 per night, plus tax.
  - Napa, Riverside, and Sacramento Counties:
    - Actual lodging expense, supported by a receipt, up to $95 per night, plus tax.
  - Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica:
    - Actual lodging expense, supported by a receipt, up to $120 per night, plus tax.
  - Alameda, Monterey, San Diego, San Mateo, Santa Clara Counties:
    - Actual lodging expense, supported by a receipt, up to $125 per night, plus tax.
  - San Francisco County and the City of Santa Monica:
    - Actual lodging expense, supported by a receipt, up to $150 per night, plus tax.

California Governor's Office of Emergency Services (Cal OES) - Fire and Rescue Division

TRAVEL EXPENSE CLAIM REIMBURSEMENT LOG

Incident Name: _____ **Crew Relief:** Yes ☐ No ☐

AGENCY DESIGN.		STRIKE TEAM #		INCIDENT ORDER NUMBER		INCIDENT REQUEST NUMBER	
State	3-Letter ID	3-Letter ID	Number	State	3-Letter ID	3-Letter ID	Number

DATE	MEALS $	LODGING $	MISC $	DESCRIPTION	AMOUNT
SUB-TOTALS →				TOTAL AMOUNT →	

Comments:

DEPARTMENTAL APPROVAL

Print Name: _____ Signature: _____ Date: _____

Cal OES - Fire and Rescue Division - Travel Expense Claim Reimbursement Log (E-1424)

Form E-1424 (Rev. Dec 2014)

Reimbursement Log at http://www.caloes.ca.gov/FireandRescue/Pages/Reimbursement.aspx**

EXHIBIT "I"
DEFINITIONS

1. **ADMINISTRATIVE RATE** shall mean a pre-established percentage charge that may be applied by the billing agency as determined by the CFAA Committee.

2. **AGENCY REPRESENTATIVE** shall mean the ICS position that serves as the point of contact for an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.

3. **ANNUAL OPERATING PLAN** shall mean a plan developed at the State, Geographic, or local levels for the implementation of administrative or operational practices or concerns.

4. **ASSISTANCE BY HIRE** shall mean fire suppression resources needed to fill the incident order that are to be paid for by the protecting agency.

5. **BUREAU OF INDIAN AFFAIRS** shall mean a federal bureau under the Department of the Interior charged with the responsibility to provide wildland fire protection and suppression for trust lands of federally recognized Native American Tribes.

6. **CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES** shall mean agencies, departments, or institutions to which Cal OES has, through agreement, assigned Cal OES-owned emergency apparatus; or who provide locally owned resources under provisions of the California Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government" or "local agency".
7. **CALIFORNIA MOBILIZATION GUIDE** shall mean the interagency procedures for requesting, documenting, and sending resources to incidents within the State of California.

8. **CALIFORNIA WILDLAND COORDINATING GROUP** shall mean the executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Services, contract counties representative, and the California Governor's Office of Emergency Services.

9. **DEMOBILIZATION CENTER/FACILITY** shall mean that location or facility established at or near an incident for the processing of emergency apparatus and personnel prior to release to its home base.

10. **DEPARTMENT OF DEFENSE FIRE DEPARTMENT** shall mean any organization managed by the Department of Defense for preventing and putting out fires principally on military installations.

11. **EMERGENCY APPARATUS** shall mean any emergency response equipment or apparatus provided through the California Fire and Rescue Mutual Aid System.

12. **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.

13. **FEDERAL FIRE AGENCIES** shall mean the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management, California Office; the USDI National Park Service, Pacific West Region; USDI Fish and Wildlife Service, Pacific Southwest Region, and USDI Bureau of Indian Affairs, Pacific Region.

14. **FEDERALLY RECOGNIZED TRIBE** shall mean an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and is eligible for funding and services from the Bureau of Indian Affairs.

15. **GOVERNING BODY RESOLUTION** shall mean a formal declaration of the governing body concerning a certain subject which it either cannot or does not wish to control by ordinance.

16. **HOME UNIT** shall mean the geographical location an individual is normally assigned to work.

17. **INCIDENT** shall mean an occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.

18. **INCIDENT COMMAND SYSTEM (ICS)** shall mean a standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.

19. **INCIDENT COMMANDER** shall mean the ICS position responsible for overall management of the incident and reports to the agency administrator for the agency having incident jurisdiction. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).

20. **INCIDENT MANAGEMENT TEAM (IMT)** shall mean the incident commander and appropriate command and general staff assigned to an incident.

21. **INTERAGENCY** shall mean involvement of two or more agencies to an agreement.

22. **LOCAL AGENCY** shall mean any city, city and county, county, or special district.

23. **LOCAL AGREEMENT** shall mean a pre-defined area agreement that includes that portion of the geographical jurisdictions of both the local reciprocal agreement signatories on which they have historically, frequently and continuously cooperated in initial and extended attack.

24. **LOCAL JURISDICTION** shall mean any political subdivision of government.

25. **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release or reassignment.

26. **MOU/MOA** shall mean a memorandum of understanding or memorandum of agreement, which is a formal business document used to outline an agreement made between two separate entities, groups, or individuals.

27. **MUTUAL AID** shall mean an agreement in which two or more parties agree to furnish resources and facilities and to render services to each party of the agreement to prevent and combat any type of disaster or emergency.

28. **NON SUPPRESSION PERSONNEL** shall mean personnel who occupy a civilian position within a fire agency.

29. **POLITICAL SUBDIVISION** shall mean any city, city and county, county, district, or other local governmental agency or public agency authorized by law.

30. **PORTAL TO PORTAL** shall mean the time of initial dispatch from home base to the time of return to home base.

31. **SALARY SURVEY** refers to the form used to establish rates for reimbursement filed with Cal OES Fire and Rescue Division.

32. **STAGING AREA** shall mean the location where emergency apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.

33. **STRUCTURAL FIRE PROTECTION** shall mean fire suppression within a structure.

34. **STRUCTURE DEFENSE** shall mean the protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.

35. **SUPPLEMENTAL PERSONNEL** shall mean overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled trainings, meetings, etc., of the department staff.

36. **SUPPRESSION PERSONNEL** shall mean personnel who routinely respond to emergencies.

37. **TRIBAL FIRE DEPARTMENT** shall mean a tribal entity with suppression and or all-risk response capabilities.

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

TO: CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY RESPONDERS

SUBJECT: **"AGREEMENT FOR LOCAL GOVERNMENT FIRE AND EMERGENCY ASSISTANCE TO THE STATE OF CALIFORNIA AND FEDERAL FIRE AGENCIES"**

Dear Chief:

The following reimbursement rates apply to responses under the terms and conditions of the Agreement for Local Government Fire and Emergency Assistance **(*The California Fire Assistance Agreement)*** for the period beginning January, 1, 2015.

Personnel Base Rates: These rates ONLY apply if your agency does NOT have rates on file.

- Overhead at or above Strike Team/Task Force Leader: **$34.97** per hour
- Engine Company and Overhead at or below Strike Team/Task Force Leader (Trainee): **$28.42** per hour

NOTE: **The above base rates include an overtime component within the developed formula (CFAA, Exhibit A, Pg A-5). As a result, the base rates will not include a time and one half component at invoicing.**

Apparatus Rates:

There is a 16-hour maximum allowable charge per 24-hour period from time of dispatch.

GPM	Hourly
0001-1000	$70.00
1001-1250	$80.00
1251-1500	$85.00
1501-2000+	$90.00

Support Equipment Rates:

Government Owned Vehicles:	
Sedan	**$47.00** per day
Pickup	**$86.00** per day
Van	**$109.00** per day
SUV	**$96.00** per day
Other	**$96.00** per day (3/4 ton & above)

POV Rate:

Privately Owned Vehicles:
$0.575 per mile

Default Administrative Rate: 10.00 %

3650 SCHRIEVER AVENUE, MATHER, CA 95655
FIRE AND RESCUE DIVISION
(916) 845-8711 TELEPHONE (916) 845-8396 FAX

Administrative Rate Change: If you have provided your Actual Administrative Rate, you are required to update this rate by July 1, of each year. After this date, the rate will default back to the base 10% until an actual rate has been received.

MOU/MOA, Governing Body Resolution (GBR) or equivalent requirement:
Exhibit "A", section A-8.2 of the 2015 CFAA requires, any agency seeking reimbursement of personnel for more than actual hours worked on the incident must file an MOU/MOA, governing body resolution (GBR) or equivalent document with Cal OES Fire and Rescue Division, and have it approved by the committee. The MOU/MOA, GBR or equivalent document shall indicate how personnel will be paid. This documentation is due to Cal OES May 31, 2015. If an F-42 is submitted, and the above documentation is not on file with Cal OES, the local agency has the option to have Cal OES hold the F-42 for processing for up to 90 days to allow for the agency seeking reimbursement to submit the necessary documentation. Upon verification that an MOU/MOA, GBR or equivalent document is not on file, Cal OES will notify the local agency in writing. If the local agency does not submit an MOU/MOA, governing body resolution or equivalent document within the allowable 90 days, the F-42 will be processed, and the local agency will be paid for actual hours worked. It should be noted that by placing the F-42 on hold for up to the 90 days allowed to submit the MOU/MOA, GBR or equivalent document, will greatly increase the time to process the claim. This option of providing an MOU/MOA, GBR or equivalent document to Cal OES will sunset December 31, 2015, and in no way changes the terms of the 2015 CFAA.

If you have any questions or concerns with the 2015 CFAA Rate Letter, please feel free to contact Lori Lopez at (916) 845-8722, or by email at lori.lopez@caloes.ca.gov. If Lori is unavailable, please contact the Fire and Rescue Division main telephone number at (916) 845-8711.

Sincerely,

original on file

KIM ZAGARIS
State Fire and Rescue Chief

C: file