

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFPA CA915-2004
FWS# FF0803000-D-J001
BIA# A20ACPRO01

**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,
INTERIOR REGIONS 8 and 10;
USDI NATIONAL PARK SERVICE, INTERIOR REGIONS 8, 9, 10, and 12;
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 (USFS), Pacific Southwest Region; the USDI Bureau of Land Management (BLM), California State Office, Interior Regions 8 and 10; the USDI National Park Service (NPS), Interior Regions 8, 9, 10, and 12; 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 **Cal OES, CAL FIRE, and the Federal Fire Agencies**, under the provisions of the Reciprocal Fire Protection Act, 42 USC 1856 and 1856a, the Disaster Relief Act of 1974, PL 93-288, as amended, 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, CFAA, or the Agreement.**

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

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**Agreement Between Cal OES/CAL FIRE/USFS/BLM/NPS/FWS/BIA May 1, 2020
with 2023 First Addendum revisions**

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3. For efficiency and effectiveness, CAL FIRE and the Federal Fire Agencies may exchange wildland fire 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 and comply with 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 a need for 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 the Agreement for engines, water tenders, bulldozers, hand crews, and overhead to address incidents once local agreement resources are exhausted, or where a local agreement is not in place; and
9. Cal OES may use the Agreement to mobilize all-hazard resources when warranted by its authority; and
10. Cal OES and the Federal Fire Agencies will use the Agreement to order the appropriate aviation resources when a mobilization cannot be executed through a local agreement; and
11. The Agreement may be used to reimburse rostered California Interagency Incident Management Team members (CIIMT); and
12. Cal OES, CAL FIRE, and the Federal Fire Agencies shall use this Agreement 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
13. 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

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14. When ordering local agency apparatus and personnel in Recital 5 of this Agreement from other local 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
15. 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.
16. **Agreement Committee**
 - 16.1 **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’s State Fire and Rescue Chief, or the Chief’s designee, shall serve as the Chairperson.
 - 16.2 **Composition of the Committee.** The Committee shall consist of representatives from Cal OES, CAL FIRE, the Federal Fire Agencies, and three advisory representatives from local government 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.
 - 16.3 **Committee Meetings.** The Committee will meet quarterly via conference call, video conferencing, or in person.
 - 16.4 **Rate Letter.** The Committee will meet at a minimum once a year (January) to establish the Base Administrative Rate, Personnel Base Rates, and Equipment Rates to become effective upon publication of the “Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies Rate Letter” (Rate Letter) each year. These rates will be published annually by the Cal OES Fire and Rescue Division in the Rate Letter.

The Committee will review the Salary Rates and Administrative Rates on file with Cal OES Fire and Rescue Division, as well as negotiate procedural changes. The Salary Rates and Administrative Rates are subject to change throughout the year due to labor negotiations, cost of living increases, etc.

After the annual or emergency exhibit review by the Committee, Cal OES will publish rates, formulas, and methodologies in the Rate Letter. Rates will become effective on the date(s) provided in the Rate Letter. In addition, Cal OES will provide a copy of the Rate Letter directly to each signatory agency’s point of contact.

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- 16.5 **Changes to Equipment Rates.** Cal OES will monitor and track the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates. If a change in schedule occurs after the publication of the most recent Rate Letter, the Committee will conduct a meeting 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 signatory agencies for a two-week review. Once the review process is complete, and the rates are approved by the Committee, Cal OES will publish a revised Rate Letter to the California Fire and Rescue Mutual Aid System Agencies.
- 16.6 **Meetings to Renegotiate the Agreement.** It is recommended the Committee schedule meetings to begin no later than fifteen (15) months before the expiration date of the CFAA for the purpose of renegotiation, as well as produce the final document for signatures no later than six (6) 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

CFAA Exhibits and Amendments to Exhibits

17. The parties agree the Committee will, by no later than March 30th of each year, recommend amendments to the incorporated exhibits. The parties agree to cooperate in good faith to consider and agree to any amendments by April 15th of each year.

A party requesting to amend the exhibit(s) to the CFAA after March 30th will notify Cal OES. The Committee will meet as soon as practicable to discuss the request and make any recommendation to the parties regarding the requested amendment. The Committee will notify the parties of any recommended amendments, and if agreeable to the parties, the parties will amend the exhibit(s) to reflect the changes no later than fifteen (15) days after the Committee's recommendation.

Subject to the requirements in Recital 18, the parties acknowledge that amendments may be required under emergency circumstances, and that the parties may make any required amendments using any reasonable means of negotiating and agreeing to amendments under emergency circumstances.

The Committee will provide recommended amendments in two formats:

1. A copy of the proposed amended exhibit(s) reflecting additions, and proposed deletions in track changes or similar format so that additions are displayed in underline and deletions are displayed with strikethrough.

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2. A copy of the proposed amended exhibit(s) without track changes or similar format, which will represent the final version of the amended exhibit(s) if the parties agree to the changes.

Incorporation of Exhibits and Amended Exhibits

18. All exhibits to the CFAA are incorporated into the CFAA. Amendments to exhibit(s) will be made by addendum to the CFAA. The addendum will be signed by each party and will include a list of exhibit(s) and revision date of the exhibit(s), a statement that the parties agree to adopt the changes reflected in the proposed amended exhibit(s) attached to the addendum, and an effective date. The addendum will also include, as attachments to the addendum, the proposed amended exhibit(s) in track changes or similar format.

Amendments to exhibit(s) will be adopted upon all parties signing the addendum and immediately incorporated into the CFAA. The exhibit(s) to the CFAA will thereafter be updated to reflect any changes effectuated by the approved addendum.

Requests for and Release of Emergency Apparatus and Personnel

19. 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.
20. Cal OES, CAL FIRE, and the Federal Fire Agencies will use the current resource order form of record 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.
21. 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 the release to its home base in accordance with incident-established inspection and demobilization procedures.

Protective Clothing and Equipment

22. 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 in California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq.

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Emergency Apparatus

23. Emergency apparatus shall meet minimum FIRESCOPE ICS type standards, when applicable.

Communications Capabilities

24. **Operational Equipment and Operational Personnel.** It shall be the responsibility of the jurisdiction sending resources to ensure adequate communications capability. Adequate communications capability is identified and defined in the Statewide FIRESCOPE Frequency Plan.

Reimbursement Procedures

25. 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 the apparatus assignee agreement with Cal OES.
26. It is the intent of Cal OES, CAL FIRE, and the Federal Fire Agencies to establish, enhance or replace a system that supports emerging technology related to the processing of salary surveys, invoices, and other pertinent documents.

Reimbursement for Emergency Apparatus Loss or Damage

27. Cal OES, CAL FIRE, and the Federal Fire Agencies will 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 determined to be 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 traveling from the home unit to the incident or from the incident to the home unit 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.

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.

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Limitation of Liability

28. Each party waives claims against every other party pursuant to the requirements of United States Code, title 42, section 1856a, subdivision (a), which provides: “Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all, or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.”

The parties agree the waivers provided in this provision do not apply to any reimbursement provisions pursuant to the terms and conditions of the CFAA, including invoice reimbursement disputes and reimbursement for emergency apparatus loss or damage pursuant to Recital 27 of the CFAA.

Third Party Tort Claims

29. Nothing in this Agreement shall be deemed to create an employee/employer relationship between the parties. All third-party claims against the parties shall be adjudicated pursuant to the applicable tort claims acts and should be referred to the agency or agencies whose employees were involved in the incident. Agency points of contact for third-party claims are as follows:

State of California claims: Victim Compensation and Government Claims Board
630 “K” Street
Sacramento, CA 95814

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

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

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Bureau of Land Management claims: Bureau of Land Management
Fire and Aviation Office
2800 Cottage Way, Room W-1623
Sacramento, CA 95825

Fish and Wildlife Service claims: Fish and Wildlife Service
Pacific Southwest Region
2800 Cottage Way, Room W-1834
Sacramento, CA 95825

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

Reimbursement Dispute Resolution

30. Paying entities shall provide written notice of reimbursement denials to the CFAA Chairperson, or their designee, within thirty (30) business days of receipt of the invoice. The CFAA Chairperson, or their designee, shall notify the local agency of the denial within ten (10) business days. All parties shall work with the CFAA Chairperson, or their designee, to attempt to informally resolve reimbursement disputes in good faith. If the dispute cannot be resolved, the local agency shall have thirty (30) business days from the date of the notice of denial to provide a written appeal to the CFAA Chairperson, or their designee. The CFAA chairperson, or their designee, will evaluate the appeal and make a determination regarding whether to present the appeal to the Committee within thirty (30) business days.

The written appeal shall include all facts and documentation supporting the disputing party's position and dollar amount claimed, the reason for denial by the signatory agency, and the provision(s) of the Agreement the local agency believes supports their position in the dispute. The Committee shall review the appeal and make a recommendation to the paying entity within thirty (30) business days of receiving the appeal. The CFAA Chairperson, or their designee, shall provide written notice of the paying entities determination to all parties.

Other Disputes

31. The parties acknowledge that disputes may arise in the interpretation or application of the provisions of the CFAA.

The parties agree to cooperate in good faith to resolve disputes informally. If a dispute is not resolved informally, a party may submit a written notice of dispute to the CFAA Chairperson, or their designee, and the responding party's designated contact. The written notice must include:

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1. An explanation of the reasons for the dispute, including relevant facts; and
2. Citation to the relevant provision(s) of the Agreement; and
3. Copies of supporting documents, if any; and
4. The desired outcome or remedy sought from the responding party.

The Committee will meet with the parties within thirty (30) business days of the date the responding party receives the dispute from the CFAA Chairperson, or their designee, at which time the responding party will have the opportunity to present counter arguments. The Committee will provide a written response to both parties within thirty (30) business days of the date upon which the meeting is held. The written response will either grant the requested remedy or outcome or deny part or all of the requested outcome.

Performance under this Agreement shall continue during each phase of this dispute resolution process.

Examination and Audit

32. California Fire and Rescue Mutual Aid System Agencies and Cal OES shall be subject to examination and audit for five (5) 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.

All source documentation related to rates and methodologies must be kept for five (5) years after the final payment and will be made available upon request of an examination or audit.

Appropriated Fund Limitation

33. 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

34. 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.

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Civil Rights and Nondiscrimination

35. All activities pursuant to this Agreement shall be in compliance with all Federal laws and regulations relating to nondiscrimination. These include, but are not limited to: Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.).

Previous Agreements Cancelled

36. This Agreement supersedes the Agreement entered into on January 1, 2015, and as extended January 1, 2020 through April 30, 2020 (Cal OES# 6051-4, CAL FIRE# 7CA0264, USFS# 15-FI-11052012-107, NPS# P14AC01610, BLM# BAA151002, FWS# FFF300008-15-002, BIA# A15ACPRO01 between the 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, Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

Amendments

37. The Agreement may only be amended by written mutual consent of the parties hereto.

Effective Date and Termination

38. The parties herein agree to honor the terms and conditions commencing on the date of the last signature and is effective through December 31, 2024. The expiration date is the final date for completion of all work activities under this Agreement. Any party may withdraw from the Agreement upon thirty (30) day written notice to all other parties.

Delegations of Authority

39. Each party may provide Cal OES a delegation of authority, signed by the party, that designates each person authorized to act on the party's behalf. The designation will include the effective date, name, title, contact information, and scope of delegated authority to act on behalf of the party. Unless otherwise stated in the delegation of authority, a person designated by a party has the same authority as a principal of a party, including the power to enter into contracts on behalf of the party and to bind the party.

The parties authorize Cal OES to make any necessary updates to the contact information in the CFAA to reflect current delegations of authority, and that such nonmaterial changes to the CFAA are authorized without amendment.

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Multiple Signature Pages

40. The parties agree to accept multiple signature pages.

Electronic Signatures and Counterparts

41. Parties may submit executed documents electronically, and electronically delivered signatures of the parties are deemed to constitute duplicate originals. The CFAA and any amendments may be executed in two or more counterparts, each of which will be an original and all of which will constitute a part of the CFAA.

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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: APRIL 29 2020

DIRECTOR
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND
FIRE PROTECTION



By: Thomas W. Porter
Director

Date: 4/29/2020

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION



By: Randy Moore
Regional Forester

Date: 4/29/20

CALIFORNIA STATE DIRECTOR
USDI BUREAU OF LAND
MANAGEMENT

CALIFORNIA STATE OFFICE
KAREN MOURITSEN
Digitally signed by KAREN MOURITSEN
Date: 2020.04.29 11:56:00 -07'00'

By: Karen E. Mouritsen
California State Director

Date: _____

DEPUTY REGIONAL DIRECTOR
USDI NATIONAL PARK SERVICE
INTERIOR REGIONS 8, 9, 10, and 12

RANDOLPH LAVASSEUR
Digitally signed by RANDOLPH LAVASSEUR
Date: 2020.04.29 10:41:00 -07'00'

By: Randolph Lavasseur
Deputy Regional Director

Date: 04.29.2020


REGIONAL DIRECTOR
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

AMY DUTSCHKE
Digitally signed by AMY DUTSCHKE
Date: 2020.04.30 14:55:24 -07'00'

By: Amy Dutschke
Regional Director

Date: _____

REGIONAL DIRECTOR
USDI FISH AND WILDLIFE
SERVICE
PACIFIC SOUTHWEST REGION



By: Paul Souza
Regional Director

Date: 4-29-20

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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 THALER

Digitally signed by TRACI THALER
Date: 2020.04.28 08:40:24 -07'00'

By: Traci D. Thaler
Contracting Officer

Date: April 28, 2020

CONTRACTING OFFICER
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

JODI ZACHARY

Digitally signed by JODI ZACHARY
Date: 2020.04.30 14:59:46 -07'00'

By: Jodi Zachary
Contracting Officer

Date: 4/30/2020

CONTRACTING OFFICER
USDI NATIONAL PARK SERVICE

LILETTE BALTODANO

Digitally signed by LILETTE BALTODANO
Date: 2020.04.28 10:33:07 -07'00'

By: Lilette J. Baltodano
Contracting Officer

Date: 4/28/2020

CONTRACTING OFFICER
USDI FISH AND WILDLIFE SERVICE
PACIFIC SOUTHWEST REGION

Frank Lee 4/29/20

By: Frank Lee
Contracting Officer

Date: _____

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EXHIBIT "A"
REIMBURSEMENT POLICY AND PROCEDURES

GENERAL

- A-1 It is the intent of the signatories to the CFAA to reimburse California Fire and Rescue Mutual Aid System Agencies, including accrued financial liability 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 reimbursement 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 (GBR), 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-39 for procedures for Federal Fire Departments, Department of Defense (DOD) Fire Departments, and 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 for personnel and emergency apparatus with the exception of the Department of Interior (DOI) fire agencies (BLM, NPS, FWS, and BIA). DOI reimbursement for personnel and emergency apparatus will begin after the 4th hour. If the duration of the response exceeds 12 hours (4 hours for DOI) and local agencies have an existing MOU/MOA, GBR, 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 (portal-to-portal). If local agencies do not have an existing MOU/MOA, GBR, or equivalent that

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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 (4 hours for DOI) stated above is cumulative, responding personnel and/or emergency apparatus shall only be subject to one 12-hour period (4 hours for DOI) 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 (4 hours for DOI), 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 (4 hours for DOI) or less will have their time applied to the California Fire Assistance Agreement 12-hour (4 hours for DOI) minimum. After the 12 hours (4 hours for DOI) are completed, reimbursement will begin at the time the order, under the California Fire Assistance Agreement, was initiated. The 12-hour (4 hours for DOI) period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.

Local government agency bulldozers and local government agency hand crews will be reimbursed after 2 hours, these resources will be reimbursed from the time of dispatch after the 2nd hour.

Hand crew makeup will consist of a minimum of 10 and a maximum of 25 crew members including one qualified crew boss. Vehicle module composition will not exceed 5.

Cal OES and the Federal Fire Agencies will reimburse aviation resources from the time of dispatch.

- A-7 Invoices will include an Administrative Rate as negotiated by the Committee. The Administrative Rate will be added to the total of the personnel, fire apparatus, support equipment, aircraft, and other approved reimbursements for local government. The de minimis 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 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 Administrative Rate must review and update their rate by July 1st of each year.

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REIMBURSEMENT - PERSONNEL

- A-8 The 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 should utilize the Mutual Aid Reimbursement System (MARS) to complete and sign the required annual salary survey and must file it with the Cal OES Fire and Rescue Division. The Authorized Representative will provide certification through signature under penalty of perjury that the personnel wages are accurate and correct for each requested position.
- A-8.2 Any agency seeking reimbursement for its personnel for more than actual hours worked on the incident (portal-to-portal) must file an MOU/MOA, GBR, or equivalent with Cal OES Fire and Rescue Division. The MOU/MOA, GBR, or equivalent shall indicate how personnel will be compensated. Personnel must be physically present on the incident in order to receive portal-to-portal compensation, unless documented and approved by the paying agency.
- 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, GBR, or equivalent that is on file at the time of the initial dispatch.
- Any MOU/MOA, GBR, or equivalent is reviewed by Cal OES and the Committee upon request. 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 backfill 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 32, Examination and Audit.
- A-10.1 California Fire and Rescue Mutual Aid System Agencies will be required, upon request, to provide Cal OES supporting documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the California Fire and Rescue Mutual Aid System Agencies will have thirty (30) calendar days to provide Cal OES with required information. This process does not supersede the Examination and Audit process as outlined in this Agreement.

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- A-11 Reimbursement for the total hours worked shall be calculated up to the next quarter hour when total hours are fractional.
- 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 and 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 submit a salary survey to 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 submit a salary survey to be reimbursed using one of the following formulas:

The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:

$$(B \times H^1 \times 1.5) = \text{Total Personnel Reimbursement}$$

The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:

$$(B \times H^2 \times 1.5) = \text{Total Personnel Reimbursement}$$

B = Base Rate

H¹ = All Hours (portal-to-portal)

H² = Actual Hours Worked

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate, and is intended to cover all costs associated with straight time and overtime hours.

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.

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Formula for Establishing the Base Rates

The following base rate formulas include an overtime component.

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 =
 Overtime Base Rate x .6667 = Straight Time Base Rate

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 =
 Overtime Base Rate x .6667 = Straight Time Base Rate

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 for Engine Boss.

AD H - The classification for 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 Salary Rates

A-15 The California Fire and Rescue Mutual Aid System Agencies may submit a salary survey with the agency's established Salary Rates to Cal OES Fire and Rescue Division for any personnel dispatched to an incident. The personnel who are dispatched to an incident will be classified and reimbursed as described in Clauses A-15.1 through A-15.3. The submission of Salary 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 Salary 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 personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:

$(S \times H^1 \times 1.5) = \text{Total Personnel Reimbursement}$

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The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:

$$(S \times H^2 \times 1.5) = \text{Total Personnel Reimbursement}$$

S = Salary Rate

H¹ = All Hours (portal-to-portal)

H² = Actual Hours Worked

The Salary Rate (S) is the average hourly rate of all personnel in the specific rank (e.g., Captain, Engineer, Firefighter) within each individual jurisdiction.

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate, and is intended to cover all costs associated with straight time and overtime hours.

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

The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:

$$S \times H^1 = \text{Total Personnel Reimbursement}$$

The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:

$$S \times H^2 = \text{Total Personnel Reimbursement}$$

S = Salary Rate

H¹ = All Hours (portal-to-portal)

H² = Actual Hours Worked

- A-15.3 If personnel above the Battalion Chief level have an MOU/MOA, GBR, 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, GBR, 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 personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) and MOU/MOA, GBR, or equivalent for above straight time is:

$$(S \times H^1 \times 1.5) = \text{Total Personnel Reimbursement}$$

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The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) and with an MOU/MOA, GBR, or equivalent for above straight time is:

$$(S \times H^2 \times 1.5) = \text{Total Personnel Reimbursement}$$

S = Salary Rate

H¹ = All Hours (portal-to-portal)

H² = Actual Hours Worked

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate and is intended to cover all costs associated with straight time and overtime hours.

Formula for Non-Suppression Personnel Reimbursement Using Salary Rates

A-16 California Fire and Rescue Mutual Aid System Agencies that have submitted Salary Rates to Cal OES Fire and Rescue Division for Non-Suppression Personnel shall be reimbursed using one of the following formulas:

The formula for the total personnel amount with an MOU/MOA, GBR, or equivalent for all hours (portal-to-portal) is:

$$(S \times H^1 \times 1.5) = \text{Total Personnel Reimbursement}$$

The formula for the total personnel amount without an MOU/MOA, GBR, or equivalent for all hours (actual hours) is:

$$(S \times H^2 \times 1.5) = \text{Total Personnel Reimbursement}$$

S = Salary Rate

H¹ = All Hours (portal-to-portal)

H² = Actual Hours Worked

The Salary Rate (S) is the average hourly rate of all personnel in the specific rank (e.g., Dispatcher, Heavy Equipment Mechanic, and Inspector) within each individual jurisdiction.

Cal OES will apply the 1.5 multiplier in the formula at invoicing which represents an hourly rate, and is intended to cover all costs associated with straight time and overtime hours.

California Interagency Incident Management Team (CIIMT) Participation

A-17 Personnel responding under this Agreement, including those who apply for participation on a Federal California Interagency Incident Management Team (CIIMT), must be employed with a federal, state, or local agency in a full time, seasonal, part-time, or retired-annuitant position for a purpose other than participation on a CIIMT. The California Wildland Fire Coordinating Group

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(CWCG) coordinates the application and selection process for IMT rosters and may request proof of employment documentation as part of that process. Applicants who do not meet the criteria can apply under the casual hiring authority as outlined in the Standards for Interagency Incident Business Management.

Engine Company and Tactical Water Tender Staffing

A-18 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 (1) Company Officer, one (1) Apparatus Operator, and one (1) or two (2) Firefighters. Tactical water tender staffing shall be reimbursed based upon the actual classifications responding, not to exceed two (2) Apparatus Operators or one (1) Company Officer and one (1) 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).

Due to the short-term staffing crisis caused by multiple factors including COVID, exceptions to staffing will be on a case-by-case basis and approved by the ordering incident, documented in the resource ordering system of record, or documented on a General Message Form ICS-213 by the Incident Commander (IC), Finance Section Chief (FSC), Incident Business Advisor (IBA), or Agency Administrator (AA).

Strike Team/Task Force Leader Trainee

A-19 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 and request number and will be identified on a separate *Emergency Activity Record* (OES F-42), unless the trainee is from the same California Fire and Rescue Mutual Aid System Agency as the Strike Team/Task Force 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-20 All trainees are required to check in with the Training Specialist at the incident when one is present. Trainees will follow the qualification process in place at the incident.

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Overhead Personnel

A-21 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).

Transfer/Reassignment to Other Operational Area/Incident

A-22 California Fire and Rescue Mutual Aid System emergency apparatus and personnel requested through this Agreement may not be reassigned 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. Local government agency personnel assigned to this resource shall be limited to and reimbursed at a maximum of two (2) persons.
- A-24 The State of California or the Federal Fire Agencies shall reimburse the local government agency for the use of one agency support equipment. Reimbursement shall be calculated on a daily basis for such equipment at the rate established by the Committee for the approved type or category of vehicle used.

REIMBURSEMENT – EMERGENCY APPARATUS

- A-25 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 for Emergency Apparatus Loss or Damage section in the recitals of this Agreement, Recital 27.
- A-26 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-27 Engines and tactical water tenders shall be reimbursed in accordance with the current FEMA Schedule of Equipment Rates established in the annual Rate Letter. Engine and tactical water tender 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.

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- A-28 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 from their home base and returning to their home base from the State of California or Federal Fire Agency incident. It shall be the responsibility of the responding agency to provide the necessary means of payment for such costs.
- A-29 Once at the incident and until released or reassigned, 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 incident, which requires not more than two (2) hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.

Support Equipment, Privately-Owned Vehicles, and Rental Vehicles

- A-30 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 published in the Rate Letter for business miles.
- A-31 Reimbursement for mileage or other transportation to and from rental agency will be allowed.
- A-32 The use and reimbursement of rental vehicles, mileage, or other transportation requires authorization either at the time of the initial request in the resource ordering system of record or documented by written approval at the incident. Rental vehicles from an airport are discouraged, and the use of compact 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".

Aircraft

- A-33 Aircraft will be reimbursed based on rates submitted annually on the salary survey to Cal OES. The process to obtain reimbursement for aviation resource expenses is outlined in Exhibit "E".

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Other Equipment Rates

- A-34 All equipment 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-35 California Fire and Rescue Mutual Aid System Agencies seeking reimbursement for travel expenses such as fuel, food/meals, per diem, or lodging responding to, during, or returning from a State of California or Federal Fire Agency incident will be at the per diem and lodging rates specified in Exhibits "H" and "G".

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).

REIMBURSEMENT – PERSONNEL ROTATION

- A-36 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 (7) days (elapsed time) excluding travel before needing replacement, regardless of the number of assignments from original dispatch.
- A-37 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. Specific personnel rotation procedures are outlined in Exhibit "C".

INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS

- A-38 The responsible State of California or Federal Fire Agency will provide, when practical, sanitary, 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.

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

- A-39 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.

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Tribal Fire Departments that have a compacted or contracted wildland fire program with BIA will respond through the federal dispatching system and not through the California Fire and Rescue Mutual Aid System.

Reimbursement of Federal Fire Departments, DOD, and Tribal Fire Departments that respond to CAL FIRE, local government, and Cal OES incidents will be in accordance with the Agreement reimbursement provisions.

Reimbursement of Federal Fire Departments, 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 Federal Fire Departments and DOD. Federal Fire Departments and DOD Fire Departments ordered through other agreements will invoice the supported Federal Fire Agency directly in accordance with existing federal and local agreements.

Reimbursement of Tribal Fire Departments that respond to a Federal Fire Agencies order and request through this Agreement and have a current Cooperative Agreement with BIA will be in accordance with the CFAA reimbursement provisions. Cal OES will generate an invoice based on the federal order and request. Once the Tribal Fire Department reviews, signs and returns the invoice to Cal OES, Cal OES will process to BIA for payment.

Federal Fire Agencies will not reimburse Federal Fire Departments and DOD under this Agreement.

REQUESTING REIMBURSEMENT

- A-40 The Mutual Aid Reimbursement System (MARS) provides a web-based application that will be managed by Cal OES and utilized by all fire agencies that respond under the California Mutual Aid System. The intent of the program is to make reimbursement under this Agreement housed under one platform that is easily accessible to Cal OES, the paying entities, and the local government agencies. All pertinent documents should be submitted through MARS. For further instruction on how to use MARS, visit the Cal OES webpage.
- A-41 California Fire and Rescue Mutual Aid System Agencies will prepare an OES F-42 and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. A web-based application to complete these electronic forms is provided by Cal OES Fire and Rescue Division. The OES F-42 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 OES F-42 were authorized by the ordering agency and is the initial step for invoice processing. The completed OES F-42 is forwarded to Cal OES Fire and Rescue Division Headquarters for processing. **The OES F-42 should be reviewed and/or submitted to the Cal OES Fire Agency Representative at the incident, if assigned. The OES F-42 should be SUBMITTED DIRECTLY TO THE CAL OES FIRE AND RESCUE DIVISION BY THE CALIFORNIA FIRE AND RESCUE MUTUAL AID**

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SYSTEM AGENCY AT THE TIME OF RELEASE FROM THE INCIDENT. IF NOT SUBMITTED AT THE INCIDENT THROUGH MARS, THE OES F-42 MUST BE SUBMITTED WITHIN THIRTY (30) CALENDAR DAYS OF RELEASE FROM THE INCIDENT OR PAYMENT WILL BE DELAYED.

- A-42 Within sixty (60) calendar days of receipt of the OES F-42, Cal OES Fire and Rescue Division will process the OES F-42 data into an invoice(s) (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 THIRTY (30) CALENDAR DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE.**
- A-43 Upon return receipt and verification of the invoice (F-142) by the California Fire and Rescue Mutual Aid System Agency, the Cal OES Fire and Rescue Division will forward the CFAA Reimbursement Invoice (OES F-142) to the appropriate State of California or Federal Fire Agency within thirty (30) calendar days, along with a copy of the OES F-42 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-44 The State of California or Federal Fire Agency will remit payment to the California Fire and Rescue Mutual Aid System Agency within sixty (60) calendar days of receipt of the OES F-142 from Cal OES.
- A-45 In the event that CAL FIRE or a Federal Fire Agency identifies a discrepancy with an OES 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 thirty (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-46 CAL FIRE and the Federal Fire Agencies will provide copies of payment schedules to Cal OES every thirty (30) days for invoices paid to the California Fire and Rescue Mutual Aid System Agencies. Cal OES Fire and Rescue Division will reconcile the payment schedules against outstanding OES F-142(s) on a monthly basis.
- A-47 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 efficiencies and timelines. These activities will be documented and shared with the California Fire and Rescue Mutual Aid System Agencies.

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- A-48 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 and Federal Fire Agencies that are parties to this Agreement.
- A-49 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.
- A-50 The OES F-42 shall be used as the basis for personnel and equipment calculations. The resource order form of record shall not be used for reimbursing personnel and equipment costs.

Federal Fire Agency Electronic Fund Transfer

- A-51 Federal Fire Agencies require the following for reimbursement to California Fire and Rescue Mutual Aid System Agencies:
1. Taxpayer Identification Number (TIN). This number is applied for and issued by the Internal Revenue Service (IRS). Contact the IRS at www.irs.gov or (800) 772-1213.
 2. 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).

3. Unique Entity Identifier (UEI). The cooperator shall obtain a Unique Entity Identifier (UEI). This is a requirement for registering in SAM. The UEI replaces the DUNS number but 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 free UEI number via the web at

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SAM.gov. You can locate additional information regarding the UEI change, which is universal for all federal agencies through [Planned UEI Updates | GRANTS.GOV](#) and [SAM.gov | Entity Registrations](#). For assistance, call (866) 606-8220 or visit https://www.fsd.gov/gsafsd_sp.

4. System for Award Management (SAM) Registration Requirement. The cooperator shall maintain current information in SAM until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of the Agreement, SAM means the federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site (currently at www.sam.gov). For assistance, contact the SAM Assistance Center at (866) 606-8220.

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EXHIBIT “B”
**ICS Type 1 through 7 ENGINE, ICS TACTICAL WATER TENDER,
PERSONAL PROTECTIVE EQUIPMENT, & TRAINING STANDARDS FOR
FIRE AND EMERGENCY ASSISTANCE**

- B-1 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 1 through 7 engines, tactical water tenders, Personal Protective Equipment (PPE), and training standards for mutual aid and/or CFAA-reimbursable responses.
- B-2 The State of California and the Federal Fire Agencies Type 3 through 7 engines and tactical water tenders 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:
1. Short wheelbase
 2. High ground clearance
 3. High angle of approach and departure
 4. Lower Gross Vehicle Weight (GVW) than Type 1 or 2 engine
 5. Unit number on roof
- B-3 The main fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS Type engine or tactical water tender 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 10 feet vertical distance below the pump through the required suction hose.

For Type 3 through 7 engines:

1. 1.5-inch hose will be configured to facilitate progressive hose deployment providing for a 100 foot lateral of 1-inch hose every 200 feet of 1.5-inch trunk line once the fire's edge is encountered.
2. All hose utilized must meet or exceed USDA Specification. 1-inch hoses and nozzles will have NPSH threads; 1-inch hose with NH threads shall be provided with a sufficient number of NPSH adapters. 1.5-inch hoses and nozzles will have NH threads.

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RESOURCE	RADIO CALL	COMPONENTS	TYPES						
			1	2	3	4	5	6	7
Engine Company	Engine Telesquirt*	Pump minimum flow GPM	1,000	500	150	50	50	50	10
		Tank minimum capacity (gal)	300	300	500	750	400	150	50
		At rated pressure (psi)	150	150	250	100	100	100	100
		Hose 2.5"	1,200	1,000	N/A	N/A	N/A	N/A	N/A
		Hose 1.5"	500	500	1,000	300	300	300	N/A
		Hose 1"	N/A	N/A	500	300	300	300	200
		Ladder per NFPA 1901	Yes	Yes	N/A	N/A	N/A	N/A	N/A
		Master Stream	Yes	N/A	N/A	N/A	N/A	N/A	N/A
		500 Min. GPM							
		Pump and Roll	N/A	N/A	Yes	Yes	Yes	Yes	Yes
Maximum GVWR (lbs.)	N/A	N/A	N/A	N/A	26,000	19,500	14,000		
Personnel minimum	4(#)	3	3	3(@)	3(@)	3(@)	3(@)		

*Engine with elevated stream capability, specify when requested

(#) 3 or 4-person staffing is acceptable for purposes of reimbursement.

(@) Differs from NWCG Guidelines. Per CFAA A-18 and FIREScope BOD direction January 2020.

N/A = Not Applicable

NFPA = National Fire Protection Association

GVWR = Gross Vehicle Weight Rating

Notes:

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10-foot lift.
4. See A-18 for staffing levels.

RESOURCE	RADIO CALL	COMPONENTS	TYPES						
			1	2					
Tactical Water Tender	Water Tender	Pump minimum flow GPM	250	250					
		Tank minimum capacity (gal)	2,000	1,000					
		At rated pressure (psi)	150	150					
		Pump and Roll	Yes	Yes					
		Personnel minimum	2	2					

Notes:

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10-foot lift.

Common Additional Needs – Request as Needed:

- All Wheel Drive (Includes four-wheel drive).
- High Pressure Pump (250 psi at one half flow of Type). NFPA 1901 compliant Type 1 and 2 engines will produce one half of rated flow at 250 psi. Type 3 engines are already required to produce rated flow (150 GPM) at 250 psi. If Type 4 through 6 are ordered as high pressure it is recommended that they be required to produce rated flow at 250 psi (50 GPM).
- Foam proportioner.
- Compressed Air Foam System (CAFS) 40 cfm minimum.
- Additional personnel.

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Personal Protective Equipment (PPE)

B-4 Each employee responding to or engaged in fire suppression activities will use the appropriate safety clothing and equipment. Each agency 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:

1. Head protection meeting the requirements of CCR, Title 8, Section 3410
2. Eye and face protection meeting the requirements of CCR, Title 8, Sections 3382 and 3404
3. Ear and neck protection meeting the requirements of CCR, Title 8, Sections 3405 and 3410(c)
4. Body protection meeting the requirements of CCR, Title 8, Section 3406(c)
5. Gloves, meeting the requirements of CCR, Title 8, Section 3410
6. Foot protection meeting the requirements of CCR, Title 8, Section 3408
7. Wildland fire shelter meeting Forest Service specification 5100-606
8. Recommended disposable filtering face piece respiratory protection

Training

B-5 The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction resource arrives at an incident it can perform all of the missions that would be expected of the State of California and Federal Fire Agencies' resource.

B-6 All responding personnel shall be in compliance with the current NWCG 310-1 Sub System Guide or CICCIS. Training topics include but are not limited to:

Wildland Strategy and Tactics	Backfiring/Firing-out
Wildland Fire Behavior	Handline Construction
Wildland Hose Lays	Structure Triage
Wildland Fire Safety	Structure Defense Preparation
Fireground Communications	Fire Weather

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EXHIBIT “C”
REIMBURSEMENT FOR PERSONNEL ROTATION

Clauses A-36 and A-37 authorize 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 (7) 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 (IC) or Mobilization (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 system of record.** The resource order will be annotated in the documentation section by the incident indicating the date and time of personnel rotation approval. Subsequently the home unit/filling command center will add documentation to include the following information:
 - C-2.1.1 Method/Mode, date and time of transportation.
 - C-2.1.2 An ICS General Message Form-213/Rotation Job Aid Template designed specifically for personnel rotation must be signed by the IC or MOB center manager approving the rotation. This form shall be attached to the respective OES F-42 associated with the rotation vehicle and overlapping time of personnel.
 - C-2.2 **OES F-42**
 - C-2.2.1 Box 12 of the OES 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.
 - C-2.2.2 **ONLY** when a fire agency is requesting reimbursement for an approved personnel rotation that includes transportation cost will it be required to document the rotation in an OES F-

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42 (Select Approved Personnel Rotation, include Support Vehicle Information and Incoming and Outgoing Dates and Times).

C-2.2.3 OES 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

C-2.3.1 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.

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EXHIBIT "D"
COMMUNICATIONS CAPABILITIES

- D-1 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. Effective January 1, 2024, radios will be required to have a minimum capacity of 400 channels with a recommended minimum of 500 channels.
- D-2 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.
- D-3 Strike Team/Task Force Leaders: In addition to the communications capability required for emergency apparatus, line personnel 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.
- D-4 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.
- D-5 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.
- D-6 Agencies should provide a minimum of 4 hours of annual basic radio training for Division Supervisors, Strike Team Leaders, and single resource leader positions.

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EXHIBIT "E"
AIRCRAFT (excludes CAL FIRE)

- E-1 In accordance with clause A-6, Cal OES and the Federal Fire Agencies will reimburse aviation resources from the time of dispatch. Aviation resources are not limited to wildland fire and hoist rescue.
- E-2 The standard aircraft configuration for water dropping could include but not be limited to:
1. Helicopter with crew
 2. Fuel tender
 3. Helitender if a helibase is not established
 4. Support vehicle as chase rig for crew if needed
 5. Water tender or engine to fill tanks for night flying helicopter
- *All other aircraft configurations will be determined by the type of assignment***
- E-3 Aircraft equipment will be reimbursed based upon Hobbs meter hours (flight hours) or minimum daily hours. Except for the pilot, personnel will be reimbursed based upon time assigned to the incident in accordance with A-8.2.
- E-4 Local government agencies will develop aviation equipment rates in accordance with their own internal business practices. However, the pilot rate will be included in the equipment rate and will be calculated in accordance with the paragraph below. All rates should be submitted to Cal OES prior to dispatch; however, associated rates and documents not on file shall be submitted before reimbursement is made. Federal Excess Property (FEP) equipment should be identified separately excluding any purchase or replacement costs for the aircraft rate. For further information regarding FEP equipment exclusion, refer to 2 CFR 200 Subpart E (Section 200.436).
- E-5 The pilot rate will be included in the local government agency equipment rate. As an exception to the general rule for salary calculations, this methodology will be in lieu of backfill costs. The calculation for the pilot rate will include the annual salary and benefit costs for all agency pilots divided by total flight hours for all agency aircraft. All other aviation salary rates will be calculated in accordance with the standard CFAA methodology and submitted via the salary survey.

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E-6 For each day, local government agencies will receive the greater of the minimum daily hours or Hobbs meter (flight) time for aircraft equipment reimbursement unless the time assigned for the day is less than the minimum daily hours. If for the day, the time assigned to the incident is less than the minimum daily hours the local government agency will only receive equipment reimbursement based upon the time assigned to the incident for that day.

Reimbursement for minimum daily hours is dependent upon the type of order and request. Minimum daily hours for Cal OES approved propositions are based upon a 24-hour period beginning at the time of initial dispatch. Minimum daily hours for Federal Fire Agency requests are based upon a calendar day.

ICS Type Helicopter	Minimum Daily Hours
I, II, III	4

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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

General, Acquisition Cost = (1 – [Discount % / 100]) * (List Price + Sales Tax + Freight Cost)

Hourly Overhead = Overhead / 2,112 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. 2,112 hours is an annual equipment ownership baseline.

Overhaul Labor = (Annual Overhaul Labor Hours * Mechanic's Wage) / 2,112

Overhaul Parts = Annual Overhaul Parts Cost / 2,112

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

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

This Exhibit applies to Cal OES and the Federal Fire Agency requests.

- G-1 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.
- G-2 Reimbursement of personnel, emergency apparatus, and support equipment will be consistent with Exhibit "A" Reimbursement Policy and Procedures including the following:
1. Travel costs for lodging, per diem, and rental vehicles for personnel shall be reimbursed at the travel rates specified in Exhibit "H".
 2. California Fire and Rescue Mutual Aid System Agencies may seek approval for the reimbursement of operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding from their home base and returning to their home base from the State of California or Federal Fire Agency incident.
 3. 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.
 4. 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.
 5. Invoices for Cal OES resources will include an administrative rate as determined by the State of California under Title 2 in the Code of Federal Regulations (2 CFR), Subtitle A, Chapter II, part 200.
 6. 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 Clauses A-36 and A-37 of Exhibit "A" concerning minimum of seven (7) 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 fourteen (14) days, exclusive of travel from and to home unit.

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Time spent in staging and preposition status counts toward the 14-day limit, regardless of pay status, for all personnel, including Incident Management Teams.

Any exceptions to this Exhibit need prior approval by USDA Forest Service Region 5 Fire and Aviation Management Director and/or Deputy Director

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**EXHIBIT “H”
IN-STATE TRAVEL AND INCIDENT RELATED EXPENSES**

- H-1 The purpose of this exhibit is to identify allowable costs and the process for submitting such costs for in-state travel and incident related expenses. This exhibit primarily pertains to costs associated with fuel, food/meals, per diem, vehicle, and lodging costs as stated in Clauses A-35 and A-37 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 27 of this Agreement.
- H-2 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.
1. In order for local agencies to be eligible for reimbursement of expenses related to this exhibit for incident related expenses, the approval **MUST** be formally documented in writing by the approving State of California or Federal Fire Agency responsible for the incident by using a General Message Form ICS-213 and/or provide the associated S# validating the expense(s) on both the General Message Form ICS-213 and the OES F-42. The USDA Forest Service will determine if a General Message ICS-213 or an S# is required (this will also be documented in the resource order).
 2. In order for local agencies to be eligible for reimbursement of expenses related to this exhibit for all other expenses such as loss or damage, the approval **MUST** be formally documented in writing by the approving State of California or Federal Fire Agency responsible for the incident by using a General Message Form ICS-213 **AND** provide the associated S# validating the expense(s) on both the General Message Form ICS-213 and the OES F-42.

In both cases, when the General Message Form ICS-213 is used, it must be signed by one of these four positions: Incident Commander, Finance Section Chief, Incident Business Advisor, or Agency Administrator.

NOTE: S#'s and approved General Message Form ICS-213'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.

- H-3 Approved out of pocket expense(s) must accompany the OES F-42 along with the formal approval on the General Message Form ICS-213 documenting the S#, the itemized receipt(s), and the Expense Claim Reimbursement Log (OES F-142A). Receipts for meals and incidentals are not required. All required receipts must be provided and legible in date order. When local agencies are seeking reimbursement for expenses incurred on behalf of personnel from an agency other than their own, a manifest is required.

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Meals and incidentals will be reimbursed using the average GSA rate for the State of California and published in the Rate Letter. Meals and incidentals not provided by the incident on the first and last days of travel while responding from home base and returning to home base are reimbursable without approval. While assigned to an incident, excluding first and last travel days, meals not provided by the incident will be reimbursable if documented and approved by an IC, FSC, IBA, or AA.

All agencies seeking reimbursement must attempt to obtain lodging at best available rates. Actual lodging costs will be reimbursed up to a ceiling of 150% of the average GSA rate for the State of California and published in the Rate Letter. Anything above the ceiling must be approved by an IC, FSC, IBA, or AA.

For unconventional lodging, the ceiling includes all fees, including service and cleaning fees, but excludes taxes

Rental Vehicles

H-4 This section of Exhibit "H" is to identify both allowable and non-allowable expenses when renting a vehicle. Items listed adhere to the state rental agreement.

Items listed below are NOT allowable expenses:

1. Personal accident insurance, personal effects coverage, or other optional coverage
2. No pre-payment of fuel or refueling
3. No payment of extension costs or late return
4. Airport rentals are discouraged
5. Airport parking fees
6. GPS unit
7. Satellite radio services (e.g. Sirius XM)
8. Roadside service
9. Damage attributable to the incident may be local government agency responsibility

Items listed below are REQUIRED to secure reimbursement:

1. Vehicle returned with a full tank
2. Final invoice
3. Use of compact vehicle recommended
4. Vehicle determination will be based on your incident position
5. At time of rental, you may need to make remarks on your contract that this vehicle is going to an incident base camp and may be driven off pavement
6. If your agency provides a travel/expense card, rental and fuel must be paid by agency card

All other considerations must have prior approval from the incident

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Rental vehicle reimbursement will be the State of California short term program rental contract rates as the maximum allowable charge. Based upon approval, allowable class types are in the table below:

<https://www.dgs.ca.gov/OFAM/Travel/Resources/Page-Content/Resources-List-Folder/Car-Rental-Resources>

Car Class	Class Type	Sample Vehicle
CCAR	Compact	Nissan Versa
ICAR	Mid-Size/Intermediate	Hyundai Elantra
SCAR	Standard	Buick Verano
FCAR	Full Size	Nissan Altima
SCAH	Hybrid Electric Vehicle	Toyota Prius
Plug-In Hybrid/Zero Emission Vehicle ICAE	Plug-In Hybrid/Zero Emission Vehicle	
CFAR	Compact SUV	Jeep Renegade
SFAR	Medium SUV	Hyundai Santa Fe
PPAR	Pick Up Truck	Ram 1500
OQAR	3/4-Ton/ 1-Ton Pick Up Truck	Chevy Silverado
MVAR	Mini Van	Dodge Grand Caravan
FVAR	Large Van	Ford Transit Wagon
JKAR	Mini-Cargo Van	Ram Promaster City
BCUT	15' Cutaway Box Van w/ramp	Transit Connect
DBOX	16' Box Truck	
FBOX	24' Box Truck	
GBOX	26' Box Truck	
DSTK	14' Stake Bed	
FSTK	24' Stake Bed	

When renting a vehicle beyond four (4) days, assigned personnel will utilize the weekly rate through the seventh (7) day. Any days thereafter that do not constitute a week (seven (7) days) will be considered a daily rate.

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Included in State of California Program Rates – Short-Term:

1. Unlimited mileage, Collision Damage Waiver (CDW).
2. \$300,000 Supplemental Liability Protection (SLP).
3. Drop Charges: There will be no drop charges for any vehicles that are picked up and returned at an alternative Rental Branch location within the US with the exception of New York.
4. CDW for Business Rentals: Rates include full CDW (Collision Damage Waiver) with no deductible. CDW will cover any physical damage to the vehicle that may occur during a rental and is subject to the terms and limitations set forth in Enterprise's standard rental contract.
5. SLP for Business Rentals: Rates include SLP (Supplemental Liability Protection). SLP will cover up to \$300,000 in liability claims that may occur during a rental, as the result of an accident, and is subject to the terms and limitations set forth in Enterprise's standard rental contract.

Damage Waiver Exclusion – Off-road use:

1. Operation of any vehicle that was not properly designed for the intended use
2. Excessive vehicle wear and tear, due to off-road operation, that may include:
 - a. Tire punctures or missing chunks of tread
 - b. Impact damage (body panels or undercarriage) defined as follows:
 - i. Scratches larger than 2" or multiple scratches per panel penetrating the paint
 - ii. Dents larger than 2" or multiple dents per panel
 - iii. Impact to undercarriage that will require repair in order to maintain the drivability of the vehicle
 - iv. Rips in upholstery, missing or broken interior components
3. Soot, smoke, or stain damage requiring professional cleaning

There are several options available to your agency and/or personnel for payment under the State of California Contract:

1. Direct bill account set up by your agency
2. Agency corporate credit card
3. Agencies can use account number XZCPFIR, and renters can choose to use their own payment method

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 OES F-142A with receipts attached. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident as identified on page H-1 of this Exhibit.

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FWS# FF0803000-D-J001
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Documentation Requirements for Reimbursement of Expenses

H-5 Check List:

- General Message Form* (ICS-213) signed by the Incident Commander, Finance Section Chief, Incident Business Advisor, or Agency Administrator
- S# documented on forms ICS-213 and OES F-42
- Completed OES F-42
- Completed and signed OES F-142A with expense documented in date order
- Receipt(s) in date order
- If renting a vehicle, must submit final invoice

For loss or damage reimbursement to a local agency emergency apparatus or support equipment, additional documentation also required:

- Investigation/incident report
- Photo

**EXHIBIT "I"
DEFINITIONS**

- I-1 **ACCRUAL ACCOUNTING** is a method whereby revenue or expenses are recorded when a transaction occurs rather than when a payment is received or made.
- I-2 **ACTUAL HOURS** shall mean on shift time which includes a specific start and end time and is recorded as clock hours. On shift time includes actual work, ordered standby and compensable travel. Individuals are required to report to their designated work site as scheduled, ready, and willing to perform work safely.
- I-3 **ADMINISTRATIVE RATE** is generally equal to the ratio between the total indirect expenses and some direct cost base and may be applied by the billing agency as determined by the CFAA Committee.
- I-4 **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.
- I-5 **AIRCRAFT** shall mean any firefighting fixed or rotary-winged aircraft (including Unmanned Aerial Vehicles) owned by Local, State, or Federal Fire Agencies. Also referred to as aviation resources.
- I-6 **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.
- I-7 **ASSISTANCE BY HIRE** shall mean fire suppression resources needed to fill the incident order that are to be paid for by the protecting agency.
- I-8 **BASE RATE** shall mean the de minimis rate developed by the Committee.
- I-9 **BULLDOZER** shall mean any tracked vehicle with a front mounted blade used for exposing mineral soil.
- I-10 **BUREAU OF INDIAN AFFAIRS** shall mean the 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.
- I-11 **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

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of the California Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government agency" or "local agency".

- I-12 **CALIFORNIA MOBILIZATION GUIDE** shall mean the interagency procedures for requesting, documenting, and sending resources to incidents within the State of California.
- I-13 **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 Service, Association of Contract Counties, and the California Governor's Office of Emergency Services.
- I-14 **COMPENSATE** shall mean to give money in return for something such as work or payment for something lost or damaged.
- I-15 **DEMOBILIZATION CENTER/FACILITY** shall mean the location or facility established at or near an incident for the processing of emergency apparatus and personnel prior to release to its home base.
- I-16 **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.
- I-17 **EMERGENCY ACTIVITY RECORD (OES F-42)** shall mean the personnel and equipment time record required for reimbursement through the CFAA. Referred to as OES F-42.
- I-18 **EMERGENCY APPARATUS** shall mean any emergency response equipment or apparatus provided through the California Fire and Rescue Mutual Aid System.
- I-19 **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.
- I-20 **FEDERAL FIRE AGENCIES** shall mean the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management, California Office, Regions 8 and 10; the USDI National Park Service, Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.
- I-21 **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.

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- I-22 **GOVERNING BODY RESOLUTION (GBR)** 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.
- I-23 **HAND CREW** shall mean a number of individuals that have been organized and trained and are supervised principally for operational assignments on an incident.
- I-24 **HOME UNIT** shall mean the geographical location an individual is normally assigned to work. Also referred to as home base.
- I-25 **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.
- I-26 **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.
- I-27 **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).
- I-28 **INCIDENT MANAGEMENT TEAM (IMT)** shall mean the incident commander and appropriate command and general staff assigned to an incident.
- I-29 **INTERAGENCY** shall mean involvement of two or more agencies to an agreement.
- I-30 **LOCAL AGENCY** shall mean any city, city and county, county, or special district.
- I-31 **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.
- I-32 **LOCAL JURISDICTION** shall mean any political subdivision of government.
- I-33 **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release, or reassignment.
- I-34 **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.

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- I-35 **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.
- I-36 **MUTUAL AID REIMBURSEMENT SYSTEM** shall mean the web-based application for the electronic submission and processing of pertinent reimbursement documentation.
- I-37 **NON-SUPPRESSION PERSONNEL** shall mean personnel who occupy a civilian position within a fire agency.
- I-38 **POLITICAL SUBDIVISION** shall mean any city, city and county, county, district, or other local governmental agency or public agency authorized by law.
- I-39 **PORTAL-TO-PORTAL** shall mean the time of initial dispatch from home base to the time of return to home base.
- I-40 **REIMBURSEMENT** shall mean to pay someone/agency an amount equal to an amount that agency has spent or where the agency has accrued a financial liability.
- I-41 **SALARY RATES** shall mean the sum of the hourly rates for each personnel in a classification including workers' compensation and unemployment insurance divided by the number of employees in that classification. The hourly rate should not include overtime. Benefit pay, specialty pay, and/or incentive pay should also be excluded unless the pay is directly tied to each hour of overtime worked.
- I-42 **SALARY SURVEY** refers to the form used to establish rates for reimbursement filed with Cal OES Fire and Rescue Division.
- I-43 **STAGING AREA** shall mean the location where emergency apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.
- I-44 **STRUCTURAL FIRE PROTECTION** shall mean fire suppression within a structure.
- I-45 **STRUCTURE DEFENSE** shall mean the protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.
- I-46 **SUPPRESSION PERSONNEL** shall mean personnel who routinely respond to emergencies.
- I-47 **TRIBAL FIRE DEPARTMENT** shall mean a federally-recognized tribe with suppression and/or all-risk response capabilities.