Cal EMA#_____6022-9
CAL FIRE#_____7CA00236
USFS#__09-FI-11052012-150
NPS#_____H807507003
BLM#_____BAA081002
F&WS#_____802233-9-J001
BIA#_____AGP000768

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

Between

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

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

NAME

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

RECITALS

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

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

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

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

5. The State of California and Federal Fire Agencies, at times of severe wildfire conditions, and other emergencies often have need of emergency apparatus and/or personnel to provide fire protection or perform other tasks during control actions; and

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

7. It is desirable that the State of California and Federal Fire Agencies establish and enter into an agreement for the prudent use of such emergency apparatus and personnel; and

8. The State of California and Federal Fire Agencies will generally use this agreement for engines, water tenders and overhead to address incidents once local agreement resources are exhausted or where a local agreement is not in place; and

9. This agreement may be used to reimburse overhead for incident management teams or any other emergency apparatus where a local agreement is not in place; and

10. The State of California and Federal Fire Agencies shall use this agreement as the primary fiscal authority for reimbursing local government agencies for the use of their resources. Annual operating plans may be utilized at the local level to facilitate administrative and operational issues; and

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

12. When ordering any emergency apparatus and personnel from other agencies through the California Fire and Rescue Mutual Aid System, a local agency may utilize this agreement as the primary fiscal authority for reimbursing other local agencies; and

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

14. Except as otherwise provided in paragraph 37 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement, for compensation for loss or damage to each other's property, and personal injury including death, of employees, agents and contractors, except that this waiver shall not apply to intentional torts; and

15. It is desirable that the State of California and the Federal Fire Agencies establish a system that supports the electronic processing of salary surveys, invoices and other pertinent documents.

AGREEMENT COMMITTEE

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

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

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

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

16.4 **Change in rates after the publication of the Annual Rate Letter.** Cal EMA will monitor and track the Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates and will notify the CFAA working group of any rate changes. The CFAA working group at a minimum will conduct a conference call to formally discuss the new rates and determine if valid for a revised rate letter publication. Cal EMA will forward to the CFAA signatories the revised rates for a two week review. Once the review process is complete and approved, a revised rate letter will be established and released for publication to the California Fire and Rescue Mutual Aid System Agencies.

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

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

THEREFORE, it is agreed as follows:

DEFINITIONS

17. **LOCAL JURISDICTION** shall mean any subdivision of government.

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

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

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

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

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

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

24. **ANNUAL OPERATING PLAN** shall mean a plan developed at the State, Geographic, or local levels for implementing the Cooperative Fire Management Agreement (CFMA) in their respective areas of responsibility.

25. **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.

26. **CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES** shall mean agencies, departments or institutions to which Cal EMA has, through agreement, assigned Cal EMA-owned emergency apparatus; or who provide locally owned resources under provisions of the State Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government" or "local agency".

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

28. **STATE OF CALIFORNIA** shall mean Cal EMA and CAL FIRE.

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

TERMS AND CONDITIONS

REQUESTS FOR AND RELEASE OF EMERGENCY APPARATUS AND PERSONNEL

30. Under this agreement, the State of California and Federal Fire 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 EMA will fill these orders by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.

31. The State of California and Federal Fire Agencies will use the current Resource Order Form (Automated Resources Ordering and Status System or equivalent) for all requests. The State of California and Federal Fire Agencies shall not be responsible for any emergency apparatus and personnel not confirmed by their respective order and request number(s). The State of California and Federal Fire Agencies are responsible for documenting within the request that the resources are being ordered under this agreement.

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

PROTECTIVE CLOTHING AND EQUIPMENT

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

EMERGENCY APPARATUS

34. Emergency apparatus shall meet minimum ICS type standards. Exhibit B identifies minimum requirements for Type 3 Engines.

COMMUNICATIONS CAPABILITIES

35. **Strike Team/Task Force Leaders.** It shall be the responsibility of the jurisdiction sending a Strike Team/Task Force Leader to ensure that the leader has adequate communications capability. Adequate communications capability is defined as recommended in the Statewide Frequency Plan as published in ICS 420-1, Fire Service Field Operations Guide (current edition), Appendix A.

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

REIMBURSEMENT PROCEDURES

36. Provisions and procedures for reimbursement by the State of California and the Federal Fire Agencies for fire and emergency assistance are defined in Exhibit A, Reimbursement Policy and Procedures. The Federal Fire Agencies and CAL FIRE will provide Cal EMA Fire and Rescue Branch with its current billing address. Reimbursement for personnel on Cal EMA-owned emergency apparatus shall be to local jurisdictions that provide such personnel by Apparatus Assignee agreement with Cal EMA.

REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE

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

38. 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.

39. Except as otherwise provided in paragraph 37 of this Agreement, all parties to this Agreement hereby waive claims between and/or against each other arising from the performance of this Agreement for compensation for loss or damage to each other's property, and personal injury

including death of employees, agents and contractors, except that this waiver shall not apply to intentional torts.

DISPUTE RESOLUTION

40. If California Fire and Rescue Mutual Aid System Agencies need post-incident help for cost reimbursement, contact the appropriate State of California or Federal Fire Agency, listed below:

40.1 **CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION INCIDENTS:**

Victim Compensation and Government Claims Board
630 "K" Street
Sacramento, CA 95814

40.2 **U. S. FOREST SERVICE INCIDENTS:**

Albuquerque Service Center
Claims Management
101B Sun Ave. NE
Albuquerque, NM 87109

40.3 **NATIONAL PARK SERVICE INCIDENTS:**

Fire Management Office
National Park Service
1111 Jackson Street, Suite 700
Oakland, CA 94607

40.4 **BUREAU OF LAND MANAGEMENT INCIDENTS:**

Bureau of Land Management
Branch of Fire and Aviation Management
2800 Cottage Way
Sacramento, CA 95825

40.5 **FISH AND WILDLIFE SERVICE INCIDENTS:**

Fish and Wildlife Service
California/Nevada Operations Office
2800 Cottage Way, W-2606
Sacramento, CA 95825

40.6 **BUREAU OF INDIAN AFFAIRS INCIDENTS:**
Branch of Fire and Aviation Management
2800 Cottage Way
Sacramento, CA 95825

EXAMINATION AND AUDIT

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

APPROPRIATED FUND LIMITATION

42. 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

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

CIVIL RIGHTS and NONDISCRIMINATION

44. The cooperators shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on

the basis of disabilities and provides for "reasonable accommodation" in hiring of persons with disabilities; and (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et. seq.).

PREVIOUS AGREEMENTS CANCELED

45. This agreement supersedes the Cooperative Agreement entered into on May 7, 2002, and as extended January 1, 2007 (OES# 6016-8A1, CAL FIRE# 7CA01000, USFS# 02-FL-11052012-115, NPS# G8000020002, BLM# BAA021001, F&WS 10101-2-J007), between State OES; Pacific Southwest Region, USDA Forest Service; State of California Department of Forestry and Fire Protection; USDI Bureau of Land Management, California State Office; USDI Fish and Wildlife Service, California-Nevada Operations, and the USDI National Park Service, Pacific West Region.

AMENDMENTS

46. This agreement may only be amended by written mutual consent of the parties hereto.

EFFECTIVE DATE AND TERMINATION

47. The parties herein agree to honor the terms and conditions set forth immediately upon signature by all parties. This agreement shall remain in effect until December 31, 2013. It may be terminated by any one of the parties hereto upon thirty (30) days' written notice to all the other parties.

MULTIPLE SIGNATURE PAGES

48. The parties agree to accept multiple signature pages.

Cal EMA#	**6022-9**
CAL FIRE#	**7CA00236**
USFS#	**09-FI-11052012-150**
NPS#	**H807507003**
BLM#	**BAA081002**
F&WS#	**802233-9-J001**
BIA#	**AGP000768**

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

SECRETARY
STATE OF CALIFORNIA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

By: /S/Matthew R. Bettenhausen
Secretary

Date: Oct 1st 2009

DIRECTOR
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By: /S/Del Walters
Director

Date: 8/11/09

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

By: /S/Randy Moore
Regional Forester

Date: 10/20/09

CALIFORNIA STATE DIRECTOR
USDI BUREAU
OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE

FOR By: /S/ Mike Pool
California State Director

Date: 7/2/09

REGIONAL DIRECTOR
USDI NATIONAL PARK SERVICE
PACIFIC WEST REGION

By: /S/Jon Jarvis
Regional Director

Date: 8/11/09

REGIONAL DIRECTOR
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

By: /S/ Amy Dutschke
Acting Regional Director

Date: 07/09/09

REGIONAL DIRECTOR
USDI FISH AND WILDLIFE SERVICE
PACIFIC SOUTHWEST REGION

By: /S/ Ren Lohoefener
Regional Director

Date: August 10, 2009

Cal EMA#	**6022-9**
CAL FIRE#	**7CA00236**
USFS#	**09-FI-11052012-150**
NPS#	**H807507003**
BLM#	**BAA081002**
F&WS#	**802233-9-J001**
BIA#	**AGP000768**

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

By: /S/ Traci D. Thaler
Grants Management Officer

Date: 7·2·2009

CONTRACTING OFFICER
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE.

By: /S/ Kathleen (Gail) Schultz
Contracting Officer

Date: 7/23/09

CONTRACTING OFFICER
USDI NATIONAL PARKS SERVICE

By: /S/ Leo Guillory
Contracting Officer

Date: 8/5/09

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

By: /S/ Janey Thomas
Contracting Officer

Date: 8/5/09

GRANTS & AGREEMENTS SPECIALIST
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

By: /S/ Kellie L. Hamilton
Grants and Agreements Specialist

Date: 08/10/2009

EXHIBIT "A"
REIMBURSEMENT POLICY AND PROCEDURES

GENERAL

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

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 EMA and shall not be subject to interpretation or rejection by the jurisdiction providing assistance. See paragraph A-28 for procedures that do not apply or are applicable to State Agency Fire Departments, Federal Fire Departments, DOD Fire Departments, or Tribal Fire Departments.

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.

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) in accordance with this Exhibit.

Reimbursement for personnel and emergency apparatus will begin after the twelfth (12th) hour. There shall be no reimbursement for responses of twelve (12) hours duration or less. If the duration of the response exceeds twelve (12) hours, 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. 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, there shall be only one twelve (12)-hour period for each person or emergency apparatus from time of original dispatch,

regardless of the number of assignments or the State of California and the Federal Fire Agency committing said personnel or emergency apparatus until its return to home base.

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 California Fire Assistance Agreement. For resources that have been on the same incident for more than 12-hours, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. Resources that have been on the same incident under MMA for 12-hours or less will have their time applied to the California Fire Assistance Agreement 12-hour minimum. After the 12-hours are completed, reimbursement will begin at the time the order under the California Fire Assistance Agreement was initiated. The 12-hour period shall be subject to annual review and monitoring by the California Fire Assistance Agreement Committee.

An Administrative Rate will be added to the total of the personnel, fire engine, support equipment, and other approved reimbursements for local government. Beginning April 1, 2011, the standard Administrative Rate is set annually by the committee per the rate letter published at the time of dispatch, unless the California Fire and Rescue Mutual Aid System Agency submits an agency specific administrative rate in accordance with the Instructions for Completing Actual Administrative Rate Calculations. Cal EMA will issue these instructions annually along with the salary survey instructions. California Fire and Rescue Mutual Aid System Agencies that develop an Actual Administrative Rate must review and update their rate by the date set annually by the committee. This date will be listed in the Annual Rate Letter.

PERSONNEL REIMBURSEMENT

A-1. There shall be a standard reimbursement formula for personnel, with established Base Rates applicable to all local jurisdictions, or average actual rates in lieu of the established Base Rates for those California Fire and Rescue Mutual Aid System personnel that currently receive wages that are higher than the appropriate Base Rate. Reimbursement will be based on the salary survey on file with Cal EMA Fire and Rescue Division at the time of initial dispatch. In the event salaries change during an incident, reimbursement will be at the rate on file at the time of dispatch.

A-2. Personnel that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident. As of April 1, 2011, all other personnel (civilian) will be reimbursed for actual time worked on the incident unless there is an MOU or governing body resolution that dictates the specific position is to be reimbursed portal to portal for the total time committed to an emergency incident. The MOUs or resolutions must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the State of California or the Federal Fire Agencies. Firefighters also include crew members, helicopter pilots, and dozer operators.

A-3. These formulas and rates of payment shall constitute full reimbursement for direct costs, including back fill to local jurisdictions relative to personnel provided. Liability for workers compensation claims and/or payment of unemployment benefits shall remain the responsibility of the responding local, state, federal agencies, and tribal fire departments, that directly employ the personnel. All data calculations shall be subject to audit by the State of California or the Federal Fire Agencies in accordance with Paragraph 41, Examination and Audit.

A-4. Reimbursement is for assignments, which require 24-hour availability, as identified in A-2 without regard to calendar days. Reimbursement for fractional hours shall be taken to the next whole hour.

A-5. Reimbursement shall be made only for such personnel that have been specifically requested or approved by the State of California or the Federal Fire Agencies. Any personnel not given an Order/Request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.

A-6. Reimbursement for Emergency Apparatus refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

Formula for Base Rate

A-7. California Fire and Rescue Mutual Aid System Agencies will be reimbursed at the established Engine Company Base Rate for personnel responding on emergency apparatus or as overhead personnel at or below the Strike Team/Task Force Leader Trainee level. Strike Team/Task Force/Unit Leader level or above personnel will be reimbursed at the established Overhead Base Rate.

A-8. The established formula for the total invoice claim amount for base rate is **[(B x H x 1.5) + (B x H x 1.5 x W) + (B x H x 1.5 x U)]** = Total Personnel Reimbursement in Dollars, where **B** = Established Hourly Base Rate; **H**= Total Hours on Incident; **W** = California Fire and Rescue Mutual Aid System Agencies Workers' Compensation Percentage Rate; and **U** = State Unemployment Percentage Rate.

The Established Hourly 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.

Base rate formula for Engine Company personnel and Overhead at or below Strike Team/Task Force Leader Trainee

(AD-F(0.667) + CAL FIRE Fire Apparatus Engineer base rate) / 2
Numerical Calculation Example: 23.04 x 0.667 = 15.37 + 17.51 = 32.88 / 2 = 16.44

Base rate formula for Overhead at or above Strike Team Leader/Task Force Leader

(AD-H(0.667) + CAL FIRE Fire Captain base rate) / 2
Numerical Calculation Example: 28.16 x 0.667 = 18.78 + 21.38 = 40.16 / 2 = 20.08

The Hours on Incident (**H**) are the total hours, from portal to portal, in accordance with the General section, above.

The California Fire and Rescue Mutual Aid System Agencies Workers' Compensation Rate (**W**) is the percentage rate used by the respective local jurisdiction.

The State Unemployment Percentage Rate (**U**) is the percentage rate paid by California Fire and Rescue Mutual Aid System Agencies. Many fire agencies may not be paying this item.

Definitions for abbreviations used in Base Rate Formula

AD - Administratively Determined Pay Plan for Emergency Workers. Pay rates for emergency (casual) employees of the Federal Fire Agencies.

AD F - The classification is Engine Boss.

AD H - The classification is Strike Team Leader.

**(AD rates include an overtime component which is removed from the base rate calculation)*

CAL FIRE base Fire Captain and Fire Apparatus Engineer salary rates are converted to hourly rates.

Formula for Average Actual Rate

A-9. California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal EMA Fire and Rescue Division at or below the Battalion Chief level shall be reimbursed using the following formula:

A-9.1. **[(A x H x 1.5) + (A x H x 1.5 x W) + (A x H x 1.5 x U)]** = Total personnel reimbursement in dollars, where **A** = Average Actual Hourly Rate; **H** = Total Hours on Incident; **W** = California Fire and Rescue Mutual Aid System Agency's Workers' Compensation Percentage Rate; and **U** = Unemployment Percentage Rate.

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

The Hours on Incident (**H**), the California Fire and Rescue Mutual Aid System Agency's Workers' Compensation Rate (**W**), and the Unemployment Percentage Rate (**U**) are as defined in Formula for Base Rate, above.

A-9.2. California Fire and Rescue Mutual Aid System Agencies that have submitted Average Actual Rates to Cal EMA Fire and Rescue Division above the Battalion Chief level shall be reimbursed portal to portal at straight time using the following formula unless the employee(s) has a MOU or governing body resolution that dictates they are to be paid above straight time. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the State of California or Federal Fire Agency. Those with such an agreement will be reimbursed in accordance with the formula for Average Actual Rate, in section A-9.1 of this paragraph.

[(A x H) + (A x H x W) + (A x H x U)] = Total personnel Reimbursement in Dollars where **A**= Average Actual Hourly Rate; **H**= Total Hours on Incident; **W**= California Fire and Rescue Mutual Aid System Agencies Workers' Compensation Percentage Rate; and **U**= Unemployment Percentage Rate.

The Average Actual Hourly Rate (**A**) is the average hourly rate of all personnel in the specific rank (e.g., Chief, Deputy Chief, Assistant Chief, etc.,) within each individual agency. The Hours on Incident (**H**), the California Fire and Rescue Mutual Aid System Agencies Workers Compensation Rate (**W**), and the Unemployment Percentage Rate (**U**) are as defined in the Formula for Base Rate, above.

Engine Company and Tactical Water Tender Staffing

A-10. Engine company staffing shall not be less than three (3) or a reimbursable maximum of four (4). The State of California or the Federal Fire Agencies will reimburse based on the actual classifications responding, not to exceed one Company Officer, one Apparatus Operator, and one or two Firefighters. Tactical water tender staffing shall be reimbursed based upon the actual classifications responding, not to exceed two Apparatus Operators or one Company Officer and one Firefighter. Personnel filling engine company or tactical water tender positions shall be certified at the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide, or the California Incident Command Certification System (CICCS).

Strike Team/Task Force Leader Trainee

A-11. 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 EMA-owned emergency apparatus used on incidents. A strike team/task force may, at the discretion of the local jurisdiction, include a Strike Team/Task Force Leader Trainee as a reimbursable member of the unit. The Trainee will be covered under a strike team/task force order-request number and will be identified on a separate Cal EMA Emergency Activity Record (F-42), unless the Trainee is from the same California Fire and Rescue Mutual Aid System Agency as the Strike Team Leader. The Strike Team/Task Force Leader Trainee shall travel with the strike team/task force in a vehicle from the existing strike team/task force and will not be reimbursed for the use of a separate Trainee vehicle. 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 the CICCS.

A-12. All Trainees will follow the qualification process in place at the incident.

Overhead Personnel

A-13. 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 the California Incident Command Certification System (CICCS)).

A-14. Requesting State of California or Federal Fire Agencies shall specify the mode of transportation for overhead personnel at the time of request. Transportation may be arranged and shall be paid by the State of California or Federal Fire Agency.

Transfer to Other Operational Areas

A-15. California Fire and Rescue Mutual Aid System emergency apparatus and personnel requested pursuant to this agreement cannot be transferred from one Cal EMA Operational Area to another, or to a different agreement without the responding jurisdiction's approval. The using State of California or Federal Fire Agency shall secure approval for such redirection through the California Fire and Rescue Mutual Aid System.

Cal EMA Support

A-16. Cal EMA Fire Agency Representatives assigned to major incidents may need to have a Cal EMA Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Staffing level for this resource shall be limited to a maximum of two (2) persons. Staff reimbursement will be based on the appropriate rate.

EMERGENCY APPARATUS REIMBURSEMENT

State-Owned Cal EMA Emergency Apparatus

A-17. Cal EMA shall assume operational costs, including necessary motor fuels and lubricants used in State-owned Cal EMA emergency apparatus while responding to and returning from a Federal Fire Agency or CAL FIRE incident.

A-18. Cal EMA assumes the normal cost of repair or damage to State Cal EMA-owned emergency apparatus, which may result from use under the terms of this agreement.

California Fire and Rescue Mutual Aid System Agency Emergency Apparatus

A-19. Reimbursement - Engines and Tactical Water Tenders shall be in accordance with the current Schedule of Equipment Rates established pursuant to Section 42 Robert T. Stafford Disaster Relief and Emergency Assistant Act, by the Federal Emergency Management Agency (FEMA), and as published in the Annual Rate Letter. Engines and Tactical Water Tenders rates are based on a 16-hour maximum allowable charge, per 24-hour period.

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

Reimbursement - Support Equipment and Privately-Owned Vehicles

A-20. 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 or private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment at the rate established by the Committee for the type or category of vehicle used. Privately-owned vehicle rates will be reimbursed on a per mile basis according to the current Internal Revenue Service (IRS) standard rate for business miles. Such reimbursement shall be considered as covering all reimbursement related to use of such vehicles except as provided in the Reimbursement of Emergency Apparatus Loss or Damage section of this agreement, Paragraphs 37 through 39.

A-21. California Fire and Rescue Mutual Aid System Agencies shall assume operational costs, including necessary motor fuels and lubricants used in its emergency apparatus while responding to and returning from the State of California or Federal Fire Agency incidents. It shall be the responsibility of the responding jurisdiction to provide the necessary means of payment for such costs.

A-22. 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 support equipment while under direction and control of the requesting State of California or Federal Fire Agency. Minor Repair is defined as any repair necessary to keep the equipment in operation on the fire, which requires not more than two hours (labor time only) for one mechanic for any one job, exclusive of obtaining parts.

A-23. In no case will a second support vehicle assigned to an individual strike team or task force be reimbursed.

Reimbursement – Other Equipment Rates (excluding aviation)

A-24. All other equipment not identified specifically in this exhibit will be reimbursed using the FEMA Schedule of Equipment rates. If a FEMA equipment rate is not identified for the type of equipment being used, a rate may be developed using the FEMA equipment rate formula (Exhibit F).

Reimbursement – Travel Expenses

A-25. At no time will the California Fire and Rescue Mutual Aid System Agencies seek reimbursement for travel expenses such as fuel, food and lodging responding to, during or returning from a State of California or Federal Fire Agency incident unless formally documented and approved in writing at the incident.

REIMBURSEMENT – PERSONNEL ROTATION

A-26. 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 (portal to portal) excluding travel, before needing replacement, regardless of the number of assignments from original dispatch.

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

INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS

A-27. The responsible State of California or Federal Fire Agency will provide, when practical, shaded and/or climatically maintained accommodations for off shift sleeping, rest, and recuperation for local jurisdiction resources confined to the incident base. If the incident command finds it operationally feasible (e.g. strike team remains available) to place local jurisdiction resources in a commercial sleeping accommodation, it may be provided by the Federal Fire Agencies and CAL FIRE.

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

A-28. State Agency Fire Departments, Department of Defense (DOD) Fire Departments, and Tribal Fire Departments (TFD) may respond through the California Fire and Rescue Mutual Aid System.

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

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

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

REQUESTING REIMBURSEMENT

A-29. California Fire and Rescue Mutual Aid System Agencies will prepare a Cal EMA Form F-42 or F-78 (Civilian Emergency Activity Record) and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. These forms are provided by Cal EMA Fire and Rescue Division. The Form (F-42/F-78) must be signed by a responsible officer of the jurisdiction seeking reimbursement and by the State of California or Federal Fire Agency Incident Command to verify that the resources requested on the F-42/F-78 were authorized by the ordering agency and are approved for payment by the State of California or Federal Fire Agency. The completed F-42/F-78 is forwarded to Cal EMA Fire and Rescue Division Headquarters for processing. **FORMS F-42/F-78 should be submitted to the Cal EMA Fire Agency Representative at the incident. In the absence of a Cal EMA Fire Agency Representative, FORMS F-42/F-78 should be SUBMITTED TO Cal EMA FIRE AND RESCUE DIVISION BY THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCY WITHIN THIRTY (30) CALENDAR DAYS OF RELEASE FROM THE INCIDENT OR PAYMENT WILL BE DELAYED.**

A-30. Within sixty (60) calendar days of receipt of the F-42/F-78, Cal EMA Fire and Rescue Division will process the F-42/F-78 data into invoices (F-142) and return to the California Fire and Rescue Mutual Aid System Agency for verification of billing amounts and signature. **THERE WILL BE A DELAY IN PAYMENT FOR INVOICES (F-142) NOT RETURNED TO Cal**

EMA FIRE AND RESCUE DIVISION WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE.

A-31. Upon return receipt and verification of the invoice (F-142) by the California Fire and Rescue Mutual Aid System Agency, Cal EMA Fire and Rescue Division will forward the invoice (F-142) to the appropriate State of California or Federal Fire Agency within thirty (30) calendar days along with a copy of the F-42/F-78 as the source document. Inquiries from the State of California and Federal Fire Agencies regarding amounts billed will first be addressed to Cal EMA Fire and Rescue Division as soon as possible, as the first step in a joint resolution process.

A-32. 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 invoice (F-142) from Cal EMA.

A-33. In the event that CAL FIRE or the Federal Fire Agency has changed an invoice (F-142), CAL FIRE or the Federal Fire Agency will provide a document of explanation to Cal EMA and the California Fire and Rescue Mutual Aid System Agency, which identifies the payment being made, and the reason for the change.

A-34. CAL FIRE or the Federal Fire Agency will provide copies of payment schedules to Cal EMA for invoices (F-142s) CAL FIRE or the Federal Fire Agency has paid within sixty (60) calendar days of remittance to the California Fire and Rescue Mutual Aid System Agency. Cal EMA Fire and Rescue Division will reconcile the payment schedules against outstanding invoices (F-142s) on a monthly basis.

A-35. Cal EMA will form and chair a working group with membership from the Committee to develop methodologies to streamline the reimbursement process.

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

A-36. The Terms and Conditions and Exhibits in this agreement may necessitate new methods of reporting and invoicing. All proposed changes to this agreement, or associated business processes shall be approved by the State of California or Federal Fire Agencies that are parties to this agreement.

A-37. Reimbursement for emergency apparatus and personnel shall be made directly to the California Fire and Rescue Mutual Aid Agency providing the resource, and **NOT** to individuals.

FEDERAL AGENCY ELECTRONIC FUND TRANSFER (EFT)

A-38. Federal agencies require the following for reimbursement to agencies:

a) Taxpayer Identification Number (TIN) – This number is applied for and issued by the Internal Revenue Service (IRS). Contact the IRS @ www.irs.gov or (800) 772-1213.

b) Electronic Funds Transfer – 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 Central Contractor Registry (CCR). You may register by going to www.ccr.gov and follow the instructions provided on-line. For assistance, contact the CCR Assistance Center at (888) 227-2423 or (269) 961-4725.

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

EXHIBIT "B"

ICS Type 3 ENGINE, EQUIPMENT, PERSONNEL & TRAINING STANDARDS FOR FIRE AND EMERGENCY ASSISTANCE

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

The State of California or the Federal Fire Agency Type 3 Engine has a number of features that enhance its capability to operate on narrow, steep or unimproved roads to allow the efficient application of water or other agents. The minimum features of the engine are:

- ☐ Short wheelbase
- ☐ High ground clearance
- ☐ High angle-of-approach & departure
- ☐ Lower Gross Vehicle Weight (GVW) than Type 1 or 2 engine
- ☐ Engine unit # on roof

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

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

- The main fire pump and water tank shall meet minimum capabilities for the FIRESCOPE ICS Type 3 engine as designated in the current edition of the ICS Field Operations Guide ICS-420-1. The pump, as mounted, shall be capable of drafting water from a water source located 15 feet vertical distance below the pump through the required suction hose.

- A portable pump, with a minimum rating of 35 GPM is desirable.

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

In addition to live reel hose or hose tray/basket hose

- Hard Suction hose.

- 500 feet of the 1000 foot compliment of 1.5 inch hose will be configured to facilitate progressive hose deployment providing for a l00 foot lateral of 1 inch hose every 200 feet of 1.5 inch trunk line once the fire's edge is encountered.

- All hose utilized must meet or exceed USDA Specification 5100-186b. One-inch hoses and nozzles will have NPSH; 1inch hose with NH threads shall be provided with a sufficient number of NPSH adapters. One and one-half inch hoses and nozzles will have NH threads with 9 threads per inch.

Minimum Type 3 Engine Equipment Inventory

1.5 inch fire hose	NH Thread	1,000 Feet
1.0 inch fire hose	NPSH, or NH w/adapters	800 Feet
Shovels		2
Pulaskis		2
McLeod or combination tool		1
Hose clamp, 1.5 inch		3
Spanner wrench 1inch and 1.5 inch		3
Adapter, 1.5 inch NH to 1.5 inch NPSH		1
Adapter, 1.5.inch NPSH to 1.5 inch NH		1
Double male, 1.5 inch NH		1
Double female, 1.5 inch NH		1
Double male, 1 inch NPSH		1
Double female, 1 inch NPSH		1
Gated Hose Tees, 1.5 inch x 1.5 inch x 1 inch NH (or Gated Wyes 1.5 inch NH)		4
Reducer/adapters, 1.5 inch NH to 1 inch NPSH		8
Class A Foam. 5-gallons		1
Fusees (case) or drip torch		1
Backpack pump, 5-gallons		1
Water, drinking		3-gallons
First Aid Kit, 5-person		1
Communications	1-mobile radio, minimum 1-portable radios (preferred 1-per assigned personnel)	

**Programmed per the current edition of the FIRESCOPE Field Operations Guide (FOG), ICS 420-1, Appendix "A" Communications. Exhibit "D" identifies communications capabilities.

Personal Protective Equipment (PPE)

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

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

Training

The State of California and Federal Fire Agencies have the expectation that when a local jurisdiction Type 3 strike team/task force arrives at an incident it can perform all of the missions that the State of California and Federal Fire Agencies Type 3 engine can.

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

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

EXHIBIT "C"

REIMBURSEMENT FOR PERSONNEL ROTATION

Clause A-26 authorizes the reimbursement of personnel and transportation costs incurred to replace California Fire and Rescue Mutual Aid System Agency personnel committed to extended assignments under this agreement. Personnel under this agreement are to be available a minimum of seven (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 or MOB center manager to which the resources are assigned must approve the personnel rotation and method of transportation. Such approval should not be denied without substantial cause, e.g. imminent planned release (24 – 36 hours) of the resources, or a negotiated extension through the Cal EMA 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. **An automated resource ordering and status system.** No new "E" number will be issued for rotation of personnel. The resource order will be annotated to include the following information:

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

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

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

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

2.2.a. The original F-42 will document any personnel rotation with the date and time of the rotation for all individuals when transportation is not claimed.

2.2.b. **ONLY** when a fire agency is requesting reimbursement for personnel and transportation, will a separate F-42 be required, titled page 2 (Personnel Information, Box 11 & Support Vehicle Information, Box 8 on F-42).

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

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

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

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

EXHIBIT "D"

COMMUNICATIONS CAPABILITIES

It shall be the responsibility of the agency sending mutual aid resources to ensure that those resources have adequate communications capabilities. Adequate communications capability is defined as VHF Highband radios with a minimum of 240 channels and pre-programmed with the most current FIRESCOPE STATEWIDE FREQUENCY CHANNEL PLAN contained in the FIRESCOPE Field Operations Guide (FOG), ICS 420-1, Appendix A.

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

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

Agencies shall ensure that local radio channels are not utilized outside of the agency's licensed area of operation.

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

EXHIBIT "E"

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

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

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

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

Recommended Minimum Tactical Water Tender Equipment Inventory

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

Double male, 1.5 inch NH		1
Double female, 1.5 inch NH		1
Double male, 2.5 inch NH		1
Double female, 2.5 inch NH		1
Reducer/Adapters, 2.5 inch NHF to 1.5 inch NHM		1
Fusees (case) or drip torch		1
Water, drinking		3 gallons
First Aid Kit, 5-person		1
Communications	1-mobile radio, minimum 1-portable radios (preferred 1-per assigned personnel). **Programmed per the current edition of the FIRESCOPE Field Operations Guide (FOG), ICS 420-1, Appendix "A" Communications. Exhibit "D" identifies communications capabilities.	

Personal Protective Equipment (PPE)

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

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

Training

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

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

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

EXHIBIT "F"

FEMA EQUIPMENT RATE FORMULA

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

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

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

Overhaul Labor = (Annual Overhaul Labor Hours * Mechanics Wage) / 2112

Overhaul Parts = Annual Overhaul Parts Cost / 2112

Field Labor = (Annual Field Repair Labor Hours * Mechanics Wage) / Average Annual Use Hours

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

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

Lube = Annual Lube Cost / Average Annual Use Hours

Tires = Tire Cost / Tire Life

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

EXHIBIT "G"

REIMBURSEMENT POLICY AND PROCEDURES FOR OUTSIDE THE STATE OF CALIFORNIA ASSIGNMENTS

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

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

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

1. Travel costs for lodging and per diem for personnel shall be reimbursed at the rates and methods established by the U.S. General Services Administration (GSA). Current rates are located at http://www.gsa.gov/portal/category/21287.

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

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

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

5. Length of assignments for resources responding to incidents outside the State of California will be consistent with the appropriate Federal Fire Agency policy. Conditions in Section A-26, page A-9 concerning minimum of seven days (portal to portal), excluding travel will not apply to resources responding to requests outside the State of California.