

OES# 6016-8A1  
CDF# 7CA01000  
USFS# 02-FL-11052012-115  
NPS# G8000020002  
BLM# BAA021001  
F&WS# 10101-2-J007

**AGREEMENT FOR LOCAL GOVERNMENT FIRE SUPPRESSION ASSISTANCE TO  
FOREST AGENCIES**

**Between**

**STATE OF CALIFORNIA, 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; and  
USDI NATIONAL PARK SERVICE, PACIFIC WEST REGION  
USDI FISH AND WILDLIFE SERVICE, CALIFORNIA-NEVADA OPERATIONS**

**THIS AGREEMENT** made and entered into on **May 1, 2002**, by and between the State of California, Governor's Office of Emergency Services, hereinafter referred to as **State OES**; the USDA Forest Service, Pacific Southwest Region; the State of California, Department of Forestry and Fire Protection; the USDI Bureau of Land Management, California State Office; the USDI National Park Service, Pacific West Region, and USDI Fish and Wildlife Service, California –Nevada Operations, the latter five parties hereinafter referred to as **Forest 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 Suppression Assistance to Forest Agencies”, hereinafter referred to as the “**California Fire Assistance Agreement.**”

**RECITALS**

1. The Federal Forest Agencies are responsible for providing a level of wildland fire protection for federal lands, as designated by Congressional action and Federal policy; and
2. The California Department of Forestry and Fire Protection (CDF) 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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3. For efficiency and effectiveness the Federal Forest Agencies and CDF may exchange protection area responsibilities (Local Responsibility Area is not part of this agreement or included in the exchange); and
4. The State OES is responsible to provide for systematic mobilization, organization and operation of necessary fire and rescue resources of the state and its political subdivisions 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 Forest Agencies, at times of severe wildfire conditions, often have need of emergency apparatus and/or personnel to provide structural fire protection or perform other tasks during control actions; and
6. The State OES and/or various local government jurisdictions have such emergency apparatus and personnel which may be available, in the spirit of cooperation, for dispatch and use through the State Fire and Rescue Mutual Aid System; and
7. It is desirable that the State OES and the Forest Agencies establish and enter into an agreement for the prudent use of such emergency apparatus and personnel; and
8. When this agreement is exercised to obtain State OES and/or local government resources, those resources will be reimbursed pursuant to this agreement; and
9. 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
10. The Forest Agencies will generally use local agreements prior to exercising this agreement.
11. Except for reimbursement of costs of apparatus and equipment loss or damage as provided in paragraph 23, each party to this agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

#### **AGREEMENT COMMITTEE**

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

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- 11.2 **Composition of the Committee.** The Committee shall consist of State OES, Forest 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.
- 11.3 **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, for the current calendar year. These rates will be published annually by the State OES Fire and Rescue Branch, in a "Agreement for Local Government Fire Suppression Assistance to Forest Agencies Rate Letter".
- The Committee will also review the Average Actual Rates, Worker's Compensation Rates, and the Unemployment Rates on file with State OES 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.
- 11.4 **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 two months before the expiration date of the Agreement.

**THEREFORE, it is agreed as follows:**

#### **DEFINITIONS**

12. **LOCAL JURISDICTION** shall mean any subdivision of government, including agencies or institutions to which the State OES has, through agreement, assigned State OES-owned emergency apparatus; or who provide locally owned resources under provisions of the State Fire and Rescue Mutual Aid System.
13. **EMERGENCY APPARATUS** (hereinafter called apparatus) shall mean any vehicular apparatus provided through the State Fire and Rescue Mutual Aid System.
14. **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.

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15. **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release or reassignment.
16. **DEMOBILIZATION CENTER/FACILITY** shall mean that location or facility established at or near an incident for the processing of apparatus and personnel prior to release to its home base.
17. **STAGING AREA** shall mean the location where apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.

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## TERMS AND CONDITIONS

### **REQUESTS FOR AND RELEASE OF EMERGENCY APPARATUS AND PERSONNEL**

18. Forest Agency requests for apparatus and personnel ordered pursuant to this agreement, through the State Fire and Rescue Mutual Aid System, shall be placed by following the procedures set forth in the California Fire Service and Rescue Emergency Mutual Aid Plan.

Forest Agencies and State OES will use the Resource Order Form (Form MACS 420 and 420A or equivalent) for all requests. Forest Agencies shall not be responsible for any apparatus and personnel not confirmed by their respective order and request number(s).

19. Forest Agency release or reassignment of apparatus used pursuant to this agreement will be coordinated through the on-scene State OES Fire and Rescue officer, the local jurisdiction agency representative, or their authorized representative. Such State OES officer or representative will ensure the inspection and inventory of such apparatus prior to release to its home base in accordance with incident established inspection and demobilization procedures.

### **PROTECTIVE CLOTHING AND EQUIPMENT**

20. It shall be the responsibility of the jurisdiction sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by California Code of Regulations, Title 8, Section 3410, Article 10.1, Section 3401, et seq. Engines shall meet minimum ICS type standards. Exhibit B identifies minimum requirements for Type 3 Engines.

### **COMMUNICATIONS CAPABILITIES**

21. **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 a Very High Frequency (VHF) high-band radio with a minimum of 32 channels and programmed as recommended in the Statewide Frequency Plans as published in ICS 420-1, Fire Service Field Operations Guide (current edition), Appendix A.

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

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## REIMBURSEMENT

22. Provisions and procedures for reimbursement by Forest Agencies for fire suppression assistance are defined in Exhibit A, Reimbursement Policy and Procedures. Each Forest Agency will provide State OES Fire and Rescue Branch with its current billing address. Reimbursement for personnel on State OES-owned apparatus shall be to local jurisdictions that provide such personnel by Apparatus Assignee agreement with State OES.

## COST OF APPARATUS AND EQUIPMENT LOSS OR DAMAGE

23. A Forest Agency may reimburse a local agency for the cost of apparatus or equipment loss or damage where the loss or damage is directly caused by the fire being suppressed, and where the local agency, its employees and/or operational failures in the apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency 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 apparatus or equipment.
24. Loss or damage to local agency apparatus or support equipment occurring on an incident is to be reported to the incident finance section to ensure proper documentation and investigation.
25. If post incident help is needed for cost reimbursement, contact the appropriate Forest Agency, listed below:

### 25.1 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FIRES:

State Board of Control  
630 "K" Street  
Sacramento, CA 95814

### 25.2 U. S. FOREST SERVICE FIRES:

All disputes arising under this agreement against the U.S. Forest Service will be resolved under the Contract Disputes Act of 1978, as amended (41 USC 601-613), and shall be sent to:

Director  
Acquisitions Management  
1323 Club Drive  
Vallejo, CA 94592

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**25.3 NATIONAL PARK SERVICE FIRES:**

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

**25.4 BUREAU OF LAND MANAGEMENT FIRES:**

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

**25.5 FISH AND WILDLIFE SERVICE FIRES:**

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

**EXAMINATION AND AUDIT**

26. Local jurisdictions, State OES and the Forest Agencies 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**

27. 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**

28. 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**

29. The extension of benefits under the provisions of this agreement shall be without discrimination as to age, handicap, race, color, creed, sex, or national origin.

## **NONDISCRIMINATION**

30. The cooperators shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-6); (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 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for "reasonable accommodation" in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et. seq.); and (e) USDA 9 AR, Title VI Implementation Regulations.

## **PREVIOUS AGREEMENTS CANCELED**

31. This agreement supersedes the Cooperative Agreement entered into on July 1, 1998 (OES# 6016-8, CDF# 7CA98603, USFS# MOU-5-98-20-038), 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; and the USDI National Park Service, Pacific West Region.

## **AMENDMENTS**

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

## **TERMINATION**

33. This agreement shall remain in effect until December 31, 2006. It may be terminated by any one of the parties hereto upon thirty- (30) days notice, in writing, to the other parties.

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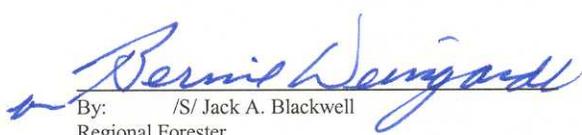
IN WITNESS WHEREOF, the parties hereto have executed this agreement:

DIRECTOR  
STATE OF CALIFORNIA  
OFFICE OF EMERGENCY SERVICES

  
By: /S/ Dallas Jones  
Director

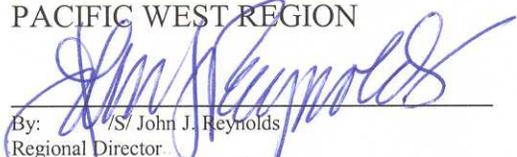
Date: 5-21-02

REGIONAL FORESTER  
USDA FOREST SERVICE  
PACIFIC SOUTHWEST REGION

  
By: /S/ Jack A. Blackwell  
Regional Forester

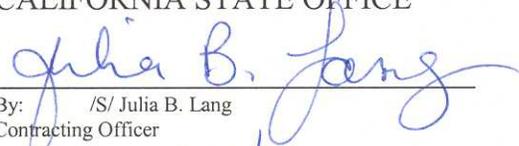
Date: 5/16/02

REGIONAL DIRECTOR  
USDI NATIONAL PARK SERVICE  
PACIFIC WEST REGION

  
By: /S/ John J. Reynolds  
Regional Director

Date: 5.14.02

CONTRACTING OFFICER  
USDI BUREAU OF LAND MANAGEMENT  
CALIFORNIA STATE OFFICE

  
By: /S/ Julia B. Lang  
Contracting Officer

Date: 5/8/02

DIRECTOR  
STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

  
By: /S/ Andrea E. Tuttle  
Director

Date: 5/9/02

CALIFORNIA STATE DIRECTOR  
USDI BUREAU  
OF LAND MANAGEMENT  
CALIFORNIA STATE OFFICE

  
By: /S/ Mike Pool  
California State Director

Date: 5/8/02

MANAGER  
USDI FISH AND WILDLIFE SERVICE  
CALIFORNIA-NEVADA OPERATIONS

  
By: /S/ Steve Thompson  
Manager

Date: MAY 08 2002

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**EXHIBIT A**  
**REIMBURSEMENT POLICY AND PROCEDURES**

**GENERAL**

The following procedures are for the use of personnel on State OES-owned emergency and associated support apparatus, local jurisdiction apparatus and support equipment, and overhead personnel. Terms established in this section shall be made binding upon local jurisdictions by State OES and shall not be subject to interpretation or rejection by the jurisdiction providing assistance.

This agreement does not supercede any other agreements for assistance between the Forest Agencies and local jurisdictions. Local jurisdictions that provide their personnel and equipment to Forest Agencies through the State 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 local jurisdiction providing personnel on State OES-owned apparatus shall obtain reimbursement for such response by billing the using Forest Agency in accordance with this Exhibit.

Reimbursement for personnel, apparatus, and support equipment will begin after the twelfth (12th) hour. There shall be no reimbursement for responses of less than twelve (12) hours duration. If the duration of the response exceeds twelve (12) hours, reimbursement for personnel, apparatus and support equipment 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, apparatus or support equipment 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, apparatus or support equipment from its home base. Additionally, there shall be only one twelve (12)-hour period for each person, apparatus, or support equipment from time of original dispatch, regardless of number of assignments or Forest Agencies committing said personnel, apparatus or support equipment until its return to home base.

In some cases on a single incident, Forest 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 Forest Agency through the California Fire Assistance Agreement. For resources that have been on the same incident for 12 hours or more, reimbursement will begin at the time the order for the California Fire Assistance Agreement was initiated. Resources that have been on the same incident under MMA

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for less than 12 hours 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 for the California Fire Assistance Agreement was initiated. The twelve (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 and support equipment reimbursement. The Administrative Rate is set annually by the California Fire Assistance Agreement Committee. It is the average indirect or equivalent administration percentage rate used by the Forest Agencies signatory to this agreement.

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## 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 local jurisdiction personnel that currently receive wages that are higher than the appropriate Base Rate. Reimbursement will be based on the salary survey on file with State OES Fire and Rescue Branch 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. 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 Forest Agencies in accordance with Paragraph 26, Examination and Audit.
- A-3. Reimbursement is for assignments, which require 24-hour availability without regard to calendar days. Reimbursement for fractional hours shall be taken to the next whole hour.
- A-4. Reimbursement shall be made only for such personnel that have been specifically requested or approved by the Forest Agency. Any personnel not given an Order/Request number shall be considered a voluntary contribution from the responding agency and not subject to reimbursement.
- A-5. Reimbursement for Fire Engine and Water Tender refurbishment and rehab may be approved by the Incident Command, up to a maximum of 2 hours, as appropriate.

### Formula for Base Rate

- A-6. Local jurisdictions will be reimbursed at the established Engine Company Base Rate for personnel responding on apparatus, support equipment 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.

### The established base rate reimbursement formula is

- A-7.  $[(B \times H \times 1.5) + (B \times H \times 1.5 \times W) + (B \times H \times 1.5 \times U)] =$  Total Personnel Reimbursement in Dollars, where **B** = Established Hourly Base Rate; **H** = Total Hours on Incident; **W** = Local Jurisdiction's Workers' Compensation Percentage Rate; and **U** = State Unemployment Percentage Rate.

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The Established Hourly Rate (**B**) is based on the average of the forest agencies emergency hire rates for these positions.

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

The Local Jurisdiction's 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 Local Jurisdiction. Many fire agencies may not be paying this item.

### Formula for Average Actual Rate

A-8. Local jurisdictions that have submitted Average Actual Rates to State OES Fire and Rescue Branch at or below the Battalion Chief level, shall be reimbursed using the following formula:

A-8.1  $[(A \times H \times 1.5) + (A \times H \times 1.5 \times W) + (A \times H \times 1.5 \times U)]$  = Total personnel reimbursement in dollars, where **A** = Average Actual Hourly Rate; **H** = Total Hours on Incident; **W** = Local Jurisdiction's Workers' Compensation Percentage Rate; and **U** = State Unemployment Percentage Rate.

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

The Hours on Incident (**H**), the Local Jurisdiction's Workers' Compensation Rate (**W**), and the State Unemployment Percentage Rate (**U**) are as defined in Formula for Base Rate, above.

A-8.2 Local jurisdictions that have submitted Average Actual Rates to State OES Fire and Rescue Branch above the Battalion Chief level shall be reimbursed portal to portal at straight time using the following formula unless the employee(s) has a local agreement certifying that they are to be paid above straight time. Those with such an agreement will be reimbursed in accordance with the formula for Average Actual Rate, in section A-8.1 of this paragraph.

$[(A \times H) + (A \times H \times W) + (A \times H \times U)]$  = Total personnel Reimbursement in Dollars where **A**= Average Actual Hourly Rate; **H**= Total Hours on Incident; **W**= Local Jurisdiction's Workers' Compensation Percentage Rate; and **U**= State Unemployment Percentage Rate.

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

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The Hours on Incident (**H**), the Local Jurisdiction's Workers Compensation Rate (**W**), and the State Unemployment Percentage Rate (**U**) are as defined in the Formula for Base Rate, above.

### **Engine Company and Water Tender Staffing**

- A-9. Engine company staffing shall not be less than three (3) or a reimbursable maximum of four (4). Forest Agencies will reimburse based on the actual classifications responding, not to exceed one company officer, one apparatus operator, and one or two firefighters. Water Tender staffing shall be a reimbursable maximum of two (2) apparatus operators.

### **Strike Team/Task Force Leader (Trainee)**

- A-10. Forest Agencies shall provide reimbursement for personnel requested by the Forest Agencies to coordinate (strike team/task force leaders) or otherwise support the local jurisdiction, or State OES-owned 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 OES F-42. The Strike Team/ Task Force leader trainee should check in with the Planning Section or an Incident Training Specialist. 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 California Incident Command Certification System (CICCS)
- A-11. All trainees will follow the qualification process in place at the incident.

### **Overhead Personnel**

- A-12. Personnel responding to a Forest Agency request for overhead positions shall meet the training 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-13. Requesting Forest Agencies shall specify the mode of transportation for overhead personnel at the time of request. Transportation shall be arranged and paid by the Forest Agency.

### **Transfer to Other Operational Areas**

- A-14. Local Jurisdiction apparatus, personnel and support equipment requested pursuant to this agreement cannot be transferred from one State OES Operational Area to another without the

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responding jurisdiction's approval. The using Forest Agency shall secure approval for such redirection through the State Fire and Rescue Mutual Aid System.

### **OES Support**

- A-15. State OES Agency Representatives assigned to major incidents may need to have an OES Support/Communications Unit to facilitate coordinating the mutual aid resources assigned to the incident. Staffing level for this resource shall be limited to a maximum of 2 persons. Staff reimbursement will be based on the appropriate rate.

### **APPARATUS AND SUPPORT EQUIPMENT REIMBURSEMENT**

#### **State-Owned OES Apparatus and Support Equipment**

- A-16. State OES shall assume operational costs, including necessary motor fuels and lubricants used in State-owned OES apparatus while responding to and returning from Forest Agency incidents.
- A-17. State OES assumes the normal cost of repair or damage to State OES-owned apparatus, which may result from use under the terms of this agreement.

#### **Local Jurisdiction Apparatus and Support Equipment**

- A-18. Reimbursement - Fire Engines and Water Tenders: Shall be in accordance with the current Schedule of Equipment Rates established pursuant to Section 420 of the Disaster Relief Act, PL 93-288, by the Federal Emergency Management Agency. These rates are based on engine horsepower with a 16-hour maximum allowable charge, per 24-hour period. Fire Service Water Tenders will be reimbursed using Fire Engine rates.

#### **Reimbursement - Support Equipment and Privately Owned Vehicles**

- A-19. Forest Agencies shall reimburse local jurisdictions for use of local jurisdiction support equipment or private vehicles provided in conjunction with requested personnel. Reimbursement shall be calculated on a daily basis for local jurisdiction support equipment and on a per mile basis for privately owned vehicles at the rate established by the Committee for the type or category of vehicle used. Such reimbursement shall be considered as covering all costs related to use of such vehicles except as provided in the Cost of Apparatus and Equipment Loss or Damage section of this agreement, Paragraphs 23 through 25.

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- A-20. Local jurisdictions shall assume operational costs, including necessary motor fuels and lubricants used in its apparatus and support equipment while responding to and returning from Forest Agency incidents. It shall be the responsibility of the responding jurisdiction to provide the necessary means of payment for such costs.
- A-21. Forest Agencies will provide for motor fuel and lubricants, normal servicing costs, and minor repairs incidental to operation of apparatus including local jurisdiction support equipment while under direction and control of the requesting Forest 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-22. In no case will a second support vehicle assigned to an individual strike team or task force be reimbursed.

**Reimbursement- Personnel Rotation**

- A-23. When local jurisdiction personnel are committed to extended assignments under this agreement, there may be a need to replace or rotate personnel. This need may be the result of labor contracts, department assignment policy, or individual emergency. Personnel under this agreement are expected to be available a minimum of 7 days before needing replacement.

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. Only replacements approved by the incident and documented with a new request number on a F-42, crew manifest, or other supporting documentation, will be processed through the OES invoicing system.

**INCIDENT OFF-SHIFT REST AND SLEEPING ACCOMODATIONS**

- A-24. The responsible Forest 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 (i.e. Strike team remains available), to place local jurisdiction resources in a commercial sleeping accommodation, it may be provided by the forest agency.

**REIMBURSEMENT- STATE, FEDERAL, AND TRIBAL FIRE DEPARTMENTS**

- A-25. In addition to local jurisdiction resources, State, Department of Defense (DOD), and Tribal Fire Departments may respond through the State of California Fire Service and Rescue Emergency Mutual Aid System.

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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 CDF fires will be in accordance with the reimbursement provisions for local jurisdictions except for Tribal Fire Departments (TFD) that have entered into a cooperative agreement that allows that Bureau of Indian Affairs to reimburse the TFD for fire suppression expenses. These TFD will be reimbursed by BIA who will then bill CDF through the CDF/BIA agreement.

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

### REQUESTING REIMBURSEMENT

- A-26. Local jurisdictions will prepare an OES Form F-42 (Emergency Activity Record) and supporting documentation at the incident, which is the basis for reimbursement due and invoice preparation. These forms are provided by State OES Fire and Rescue Branch. The Form (F-42) must be signed by a responsible officer of the jurisdiction seeking reimbursement and by the Forest Agency Incident Command to verify that the resources requested on the F-42 were authorized by the ordering agency and are approved for payment by the Forest Agency. The completed F-42 is forwarded to State OES Fire and Rescue Branch in Sacramento for processing. **FORMS F-42 NOT SUBMITTED TO STATE OES FIRE AND RESCUE BRANCH BY THE LOCAL JURISDICTION WITHIN 60 DAYS OF RELEASE FROM THE INCIDENT WILL BE CONSIDERED NULL AND VOID.**
- A-27. Within 60 days of receipt of the F-42, State OES Fire and Rescue Branch will process the F-42 data into invoices (F-142) and return to the local jurisdiction for verification of billing amounts and signature. **INVOICES (F-142) NOT RETURNED TO STATE OES FIRE AND RESCUE BRANCH WITHIN 60 DAYS OF RECEIPT FOR VERIFICATION OF BILLING AMOUNTS AND SIGNATURE WILL BE CONSIDERED NULL AND VOID.**
- A-28. Upon return receipt and verification of the invoice (F-142) by the local jurisdiction, State OES Fire and Rescue Branch will forward the invoice (F-142) to the appropriate Forest Agency within 30 days along with a copy of the F-42 as the source document.
- A-29. The Forest Agency will remit payment to the local jurisdiction within 60 days of receipt of invoice (F-142) from OES.

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- A-30. In the event the Forest Agency has changed an invoice (F-142), the Forest Agency will provide a disbursement voucher to OES and the local jurisdiction, which identifies the payment being made, and the reason for the change.
- A-31. The Forest Agency will provide copies of payment schedules to OES for invoices (F-142s) the Forest Agency has paid within 60 days of remittance to the local jurisdiction. State OES Fire and Rescue Branch will reconcile the payment schedules against outstanding invoices (F-142s) on a monthly basis.
- A-32. Inquiries from the Forest Agencies regarding amounts billed will first be addressed to the State OES Fire and Rescue Branch as soon as possible, as the first step in a joint resolution process.
- A-33. 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 Forest Agencies that are parties to this agreement.
- A-34. Reimbursement for apparatus, personnel and support equipment shall be made directly to the local jurisdiction providing the apparatus, and **NOT** to individual crew members, support, or coordinating personnel.

#### **FEDERAL AGENCY ELECTRONIC FUND TRANSFER**

- A-35. Some federal agencies may require payment of funds via Electronic Fund Transfer. The appropriate forms required will be forwarded to the local jurisdiction as needed/directed by the federal agency.

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## EXHIBIT " B"

### ICS ENGINE STANDARDS

As orders for Type 3 Engine Strike Teams have increased, and as local interface problems have been identified, many local jurisdiction fire agencies have acquired Type 3 Apparatus.

Keep in mind that the above stated standards are minimum requirements. Just because an engine meets the minimum standards on the chart does not necessarily mean that it can carry out the mission of Type 3 Apparatus. An example would be a full sized Type 1 Engine that has the extra 1½” and 1” hose added so it can meet type 3 standards.

A typical Forest Agency Type 3 Engine has a number of features that enhance it’s capability to operate on narrow, steep or unimproved roads to allow the efficient application of water or other agents. These features include:

Short Wheelbase	Lower GVW than a Type 1 or 2
High Ground Clearance	Wildland Hand Tools
High Angle of Approach & Departure	Portable Pump
Auxiliary motor Powered Pump to allow Pump & Roll	Chainsaw
Unit # on Roof	Fuses or drip torch
2x4 or 4x4	Hard suction for drafting
Class A Foam	Back Pumps
Progressive Hose lay Packs	

The Forest Agencies have the expectation that when a local jurisdiction Type 3 strike team arrives at an incident it can perform all of the missions that their own Type 3’s can. This may or may not be true, depending upon the training that the local jurisdiction crews have taken. Specifically, Type 3 Engine crews should be adequately trained in the following:

Wildland Strategy & Tactics	Backfiring
Wildland Fire Behavior	Hand Line Construction
Wildland Hose Lays	Structure Triage
Wildland Fire Safety	Prepping a Structure

Forest Agencies are expecting all local jurisdiction Type 3 strike teams to be capable of going where Type 3’s were designed to go and doing what Type 3 crews are trained to do.