



May 1, 2020

Dear Mutual Aid Providers:

We are pleased to provide your agency with a new cooperative agreement, the [Agreement for Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies](#) (California Fire Assistance Agreement (CFAA)).

The CFAA Committee has finalized the Agreement for a term beginning on May 1, 2020 through December 31, 2024.

Topics and information below represent the most recent updates, changes, or additions to the CFAA.

Below you will find high level information regarding the new Agreement and/or required supporting documents for reimbursement. Pay careful attention to the following information, and familiarize yourself with the Agreement.

The incorporated exhibits to the Agreement will be reviewed by the Committee no later than March 30th of each year, and may require new publication of these exhibits each year.

RECITALS

Page 1

Re-affirm the CFAA can and will be used for All-Hazard Responses

The title of the Agreement is and has been since 2009: *Agreement for Local Government **Fire and Emergency Assistance** to the State of California and Federal Fire Agencies*.

Page 2

All-Hazard Continued

Recital 9

Cal OES may use the Agreement to mobilize all-hazard resources when warranted by its authority.

Page 2

Aviation Assets

Recital 10

Cal OES and the Federal Fire Agencies will use the Agreement to order appropriate aviation resources when a mobilization cannot be executed through a local unit agreement.

Page 6

Limitation of Liability

Recital 28

Added clarifying language relative to provisions of the Reciprocal Fire Protection Act, 1856a and the Federal Fire Agencies who use this Act to enter into this Agreement. In subdivision 1856(a) of the Act, it states "each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury

or death occurring in the consequence of the performance of such agreement”.

The parties to the CFAA agree the waivers provided in the provisions of the Act DO NOT apply to any reimbursement provisions pursuant to the CFAA.

Page 7
Recital 29

Third Party Tort Claims

Added clarifying language “nothing in this Agreement shall be deemed to create an employee/employer relationship between the parties. All third-party claims against the parties shall be adjudicated pursuant to the applicable tort claims acts and should be referred to the agency or agencies whose employees were involved in the incident”.

This recital describes a third-party claim (pursuant to a Tort Claim) rather than a reimbursement claim pursuant to the terms and conditions of the CFAA, as well as agency points of contacts for third-party claims.

Pages 8 & 9
Recital 30-31

Dispute Resolutions

Added a process for disputes relative to reimbursement, denials, or interpretation of the provisions of the CFAA for local agencies and parties signatory.

Page 10
Recital 38

Effective Date and Termination

Added language to allow any party to withdraw from the Agreement without terminating the Agreement for all other remaining parties.

EXHIBIT A

Page A-1
Clause A-1

Accrued Financial Liability

This clause describes accrued financial liability for the costs of assisting the State of California and Federal Fire Agencies as the basis for reimbursement. The language requires a local agency to utilize standard accrual accounting principles. If a local agency does not have a standard in place, and is looking for a sample or similar to validate and track accruals, we have provided your agency with a sample on the 2020 Salary Survey Instructions. Your agency may be required to submit documentation at any point requested by each of the parties validating the accrued financial liability through this method for any response.

Accrual accounting is a method whereby revenue or expenses are recorded when a transaction occurs rather than when a payment is received or made.

Page A-2
Beginning at
Clause A-8

Workers' Compensation and Unemployment Insurance Rates

The Committee has historically developed standard reimbursement formulas within the Agreement. What is new to this formula from past years, is the workers' compensation and unemployment insurance rates for each employee will be required to be built into the hourly rate, if applicable. Local Agencies will no longer be required to include separate line items for each of these in percentage form on the salary survey. Please defer to the *Instructions for Completing the 2020 Cal OES Salary Survey* on how to incorporate both.

Page A-2 & A-3
Clause A-8.1

Signature and Accountability

All agencies seeking reimbursement for its personnel must complete and sign the annual salary survey, and file it with the Cal OES Fire and Rescue Division. The Authorized Representative will provide certification through signature under penalty and perjury that the personnel wages are accurate and correct for each requested position.

Page A-3
Clause A-10.1

Review by the Committee of Local Agency Rates and Methods of Pay

California Fire and Rescue Mutual Aid System Agencies (local agencies) will be required upon request to provide Cal OES supportive documentation used to establish rates and method of pay. Cal OES will request yearly samples from selected agencies for review by Cal OES and the Committee. Upon request, the California Fire and Rescue Mutual Aid System Agencies will have thirty (30) calendar days to provide Cal OES with required information.

Page A-5
Beginning at
Clause A-15

Average Actual vs Salary Rates

The Committee no longer refers to "Average Actuals" under the new terms of the CFAA, but rather now "Salary Rates". The development of your agency's Salary Rates, with the exception of the workers' compensation and unemployment insurance rates to be built into each of the Salary Rates, will remain the same. Please defer to the *Instructions for Completing the 2020 Cal OES Salary Survey*.

Pages A-7 & A-8
Clauses A-17 &
A-18

Supplemental Resources

Effective January 1, 2021, no supplemental resources will be hired through the CFAA.

After this date, Federal agencies may secure additional, supplemental resources, as needed, through several federal authorities, including but not limited to, the casual hiring authority outlined in the Standards for Interagency Incident Business Management.

Page A-8
Clause A-19

California Interagency Incident Management Team (CIIMT) Participation

Personnel responding under this Agreement, including those who apply for participation on a Federal California Interagency Incident Management Team (CIIMT), must be employed with a federal, state or

local agency in a full time, seasonal, part-time or retired-annuitant position for a purpose other than participation on a CIIMT. The CWCG coordinates the application and selection process for IMT rosters and may request proof of employment documentation as part of that process. Applicants who do not meet the criteria can apply under the casual hiring authority as outlined in the Standards for Interagency Incident Business Management.

Page A-10
Clause A-29

Emergency Apparatus

[FEMA Schedule of Equipment Rates](#) published on August 27, 2019, for Fire Engines Type I, II, III and Tactical Water Tenders Type I and II will be applied to your reimbursement depending on the type ordered, requested and used. Types IV through VII was negotiated and developed by the Committee using the percentage differences between Types I and II and II and III.

Please defer to the May 1, 2020, *Rate Letter* for rates based on Types.

Page A-11
Clause A-35

Aircraft

As noted on page 2 of the Agreement, Recital 10, allows for the use of aviation resources.

Aircraft will be reimbursement based on rates submitted annually on the Salary Survey to Cal OES.

Page A-11
Beginning at
Clause A-37

U.S. General Services Administration Per Diem (GSA)

Effective May 1, 2020, local fire agencies will utilize the [GSA Per Diem](#) rates for food and lodging under the new terms and conditions of the CFAA. The State of California Per Diem rates were previously used under the terms and conditions of the CFAA.

Page A-12
Clause A-41

Reimbursement of Federal, DOD and Tribal Fire Departments

Clarifying Federal Fire Agencies will not reimburse Federal Fire Departments, DOD or Tribal Fire Departments under this new Agreement.

If you fall within these three agencies, and respond to a California State or local government order and request, keep in mind when re-dispatching to federal fires and/or unified command fires that are federal fire agency's responsibility. If you respond to a federal fire through any of these methods, the federal fire agencies will not have an avenue to reimburse your agency regardless of your initial assignment.

Exhibit B

Pages B-1
through B-3

ICS Type 1 through 7 Engine, Tactical Water Tender, PPE and Training Standards for Fire and Emergency Assistance

Combined the previous Exhibit E, *ICS Tactical Water Tender, Equipment, Personnel, and Training Standards for Fire and Emergency Assistance* into one Exhibit, Exhibit B. Expanded Exhibit B not only to include the language and standards of Exhibit E, but to include language and standards for Types 1 through 7.

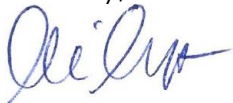
Effective January 1, 2021, Cal OES will publish a new *Emergency Activity Record* (OES F-42) for capturing personnel and apparatus time for reimbursement.

All new rates such as the base rates, de minimis administrative rate, Privately Owned Vehicle (POV) rate, apparatus and support equipment rates can be found on our website under the annual CFAA 2020 [Rate Letter](#). In addition, [Instructions for Completing the 2020 Cal OES Salary Survey](#), and [Instructions for Completing Administrative Rate Calculations](#) can be found on our website.

The Agreement, exhibits and all other related material as described are ready for viewing and downloading: <https://www.caloes.ca.gov/cal-oes-divisions/fire-rescue/administration-reimbursement>

Thank you for your patience during the process of re-writing the 2020-2024 CFAA and as always, thank you for supporting one of the best Mutual Aid Systems in the world. You truly make the difference.

Sincerely,



LORI LOPEZ
Deputy Chief of Administration

C: file