

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFPA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.”

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

Third Party Tort Claims

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

State of California claims:	Victim Compensation and Government Claims Board 630 “K” Street Sacramento, CA 95814
U.S. Forest Service claims:	U.S. Forest Service Albuquerque Service Center Claims Management 101B Sun Ave. NE Albuquerque, NM 87109
National Park Service claims:	National Park Service Fire Management Office 333 Bush St., Suite 500 San Francisco, CA 94104
Bureau of Land Management claims:	Bureau of Land Management Fire and Aviation Office 2800 Cottage Way, Room W-1623 Sacramento, CA 95825
Fish and Wildlife Service claims:	Fish and Wildlife Service Pacific Southwest Region 2800 Cottage Way, Room W-1834 Sacramento, CA 95825

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFPA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

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

Reimbursement Dispute Resolution

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

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

Other Disputes

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

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

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

The Committee will meet with the parties within thirty (30) business days of the date the responding party receives the dispute from the CFAA Chairperson, or their designee, at which time the responding party will have the opportunity to present counter arguments. The Committee

Cal OES# 6143-2019
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will provide a written response to both parties within thirty (30) business days of the date upon which the meeting is held. The written response will either grant the requested remedy or outcome, or deny part or all of the requested outcome.

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

Examination and Audit

32. California Fire and Rescue Mutual Aid System Agencies and Cal OES shall be subject to examination and audit for five (5) years after the final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited, to the cost of administration.

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

Appropriated Fund Limitation

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

Officials Not To Benefit

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

Civil Rights and Nondiscrimination

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

Previous Agreements Cancelled

36. This Agreement supersedes the Agreement entered into on January 1, 2015, and as extended (Cal EMA# 6022-9, CAL FIRE# 7CA00236, USFS# 09-FI-11052012-150, NPS# H807507003, BLM# BAA081002, F&WS# 802233-9-J001, BIA# AGP000768), between the State of California,

Cal OES# 6143-2019
CAL FIRE# 7CA004953
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F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

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, Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service, Pacific Southwest Region; and USDI Bureau of Indian Affairs, Pacific Region.

Amendments

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

Effective Date and Termination

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

Delegations of Authority

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

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

Multiple Signature Pages

40. The parties agree to accept multiple signature pages.

Electronic Signatures and Counterparts

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

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CAL FIRE# 7CA004953
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BLM# BLM CFPA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

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

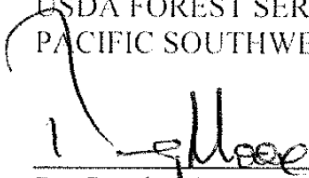
DIRECTOR
STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF
EMERGENCY SERVICES



By: Mark S. Ghilarducci
Director

Date: APRIL 29 2020

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION



By: Randy Moore
Regional Forester

Date: 4/29/20


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

RANDOLPH LAVASSEUR
Digitally signed by RANDOLPH LAVASSEUR
Date: 2020.04.29 10:41:00 -0700

By: Randolph Lavasseur
Deputy Regional Director

Date: 04.29.2020

REGIONAL DIRECTOR
USDI FISH AND WILDLIFE
SERVICE
PACIFIC SOUTHWEST REGION



By: Paul Souza
Regional Director

Date: 1-27-20

DIRECTOR
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND
FIRE PROTECTION



By: Thomas W. Porter
Director

Date: 4/29/2020

CALIFORNIA STATE DIRECTOR
USDI BUREAU OF LAND
MANAGEMENT
CALIFORNIA STATE OFFICE
KAREN MOURITSEN
Digitally signed by KAREN MOURITSEN
Date: 2020.04.29 11:56:00 -0700

By: Karen E. Mouritsen
California State Director

Date: _____

REGIONAL DIRECTOR
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

AMY DUTSCHKE
Digitally signed by AMY DUTSCHKE
Date: 2020.04.30 14:55:24 -0700

By: Amy Dutschke
Regional Director

Date: _____

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFPA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

REVIEW:

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

CONTRACTING OFFICER
USDI BUREAU OF LAND
MANAGEMENT
CALIFORNIA STATE OFFICE

TRACI THALER

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

By: Traci D. Thaler
Contracting Officer

Date: April 28, 2020

CONTRACTING OFFICER
USDI BUREAU OF INDIAN AFFAIRS
PACIFIC REGIONAL OFFICE

JODI ZACHARY

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

By: Jodi Zachary
Contracting Officer

Date: 4/30/2020

CONTRACTING OFFICER
USDI NATIONAL PARK SERVICE

LILETTE BALTODANO

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

By: Lilette J. Baltodano
Contracting Officer

Date: 4/28/2020

CONTRACTING OFFICER
USDI FISH AND WILDLIFE SERVICE
PACIFIC SOUTHWEST REGION

Frank Lee
Contracting Officer

Date: _____

 4/29/20

Cal OES# 6143-2019
CAL FIRE# 7CA004953
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NPS# P20AC00506
BLM# BLM CFPA CA915-2004
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BIA# A20ACPRO01

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

The purpose of this exhibit is to identify allowable costs and the process for submitting such cost for in-state travel and incident related expenses. This exhibit primarily pertains to costs associated with fuel, food, vehicle and lodging costs as stated in Clauses A-37 and A-39 of Exhibit “A”, as well as attributable incident expenses such as loss or damage to local agency emergency apparatus or support equipment identified in Recital 27 of this Agreement.

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

1. In order for local agencies to be eligible for reimbursement of expenses related to this exhibit for lodging and per diem, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for an incident by using a General Message Form ICS-213 and/or provide the associated “S#” validating the expense(s) on both the General Message Form ICS-213 and the OES F-42.
2. In order for local agencies to be eligible for reimbursement of expenses related to this exhibit for all other expenses such as loss or damage, the approval MUST be formally documented in writing by the approving State of California or Federal Fire Agency responsible for an incident by using a General Message Form ICS-213 AND provide the associated “S#” validating the expense(s) on both the General Message Form ICS-213 and the OES F-42.

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

NOTE: S#’s and approved General Message Form ICS-213’s should ONLY be issued when the incident cannot accommodate the expense in need, and all other options to provide the expense(s) have been exhausted.

Approved out of pocket expense(s) must accompany the OES F-42 along with the formal approval on the General Message Form ICS-213 documenting the S#, the itemized receipt(s), and the *Expense Claim Reimbursement Log* (OES F-142A). Receipts for meals and incidentals are not required. All other receipts must be taped to an 8 ½ x 11 sheet of paper in date order. All sides of the receipts must be taped and legible; photo copies are preferred.

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFP A CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

Rental Vehicles

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

Items listed below are NOT allowable expenses:

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

Items listed below are REQUIRED to secure reimbursement:

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

All other considerations must have prior approval from the incident

Cal OES# 6143-2019
 CAL FIRE# 7CA004953
 USFS# 20-FI-11052012-147
 NPS# P20AC00506
 BLM# BLM CFP A CA915-2004
 F&WS# FFo8F00000-D-Joo1
 BIA# A20ACPRO01

Rental vehicle reimbursement will use the state rates listed below as the maximum allowable charge:

STATE OF CALIFORNIA SHORT TERM PROGRAM RENTAL RATES TABLE EFFECTIVE, MARCH 3, 2020, WILL BE USED FOR A MAXIMUM AMOUNT ALLOWABLE FOR REIMBURSEMENT.

Class Type	Sample Vehicle	Daily Rates	Weekly Rates
Compact	Nissan Versa	\$36.06	\$144.24
Mid-Size/Intermediate	Hyundai Elantra	\$36.06	\$144.24
Standard	Buick Verano	\$38.25	\$152.98
Full Size	Nissan Altima	\$38.25	\$152.98
Hybrid Electric/Plug-In Zero Emission Vehicle	Toyota Prius	\$45.89	\$183.58
Compact SUV	Jeep Renegade	\$61.19	\$244.77
Medium SUV	Hyundai Santa Fe	\$96.16	\$573.68
Pick Up Truck	Ram 1500	\$76.49	\$305.96
3/4-Ton/ 1-Ton Pick Up Truck	Chevy Silverado	\$98.35	\$491.73
Mini Van	Dodge Grand Caravan	\$61.19	\$244.77
Large Van	Ford Transit Wagon	\$132.22	\$793.32
Mini-Cargo Van	Ram Promaster City	\$72.12	\$360.60
15' Cutaway Box Van w/ramp	Transit Connect	\$76.49	\$382.45
16' Box Truck		\$92.88	\$464.41
24' Box Truck		\$109.27	\$546.36
26' Box Truck		\$109.27	\$546.36
14' Stake Bed		\$92.88	\$464.41
24' Stake Bed		\$109.24	\$546.36

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

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Included in State of California Program Rates-Short Term:

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

Damage Waiver Exclusion – Off-road use:

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

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

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

Rental vehicles authorized on the resource order do not need additional incident approval. The cost of the rental vehicle, if incurred by the local agency, and the fuel purchased to operate the rental vehicle must be submitted on the OES F-142A with receipts taped or photo copied. Rental vehicles that are not authorized on the resource order must receive the formal written approval from the incident as identified on page H-1 of this Exhibit.

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFPA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

Documentation Requirements for Reimbursement of Expenses

Check List:

- General Message Form* (ICS-213) signed by the Incident Commander, Finance Section Chief, or Incident Business Advisor
- S# documented on forms ICS-213 and OES F-42
- Completed OES F-42
- Completed and signed OES F-142A with expense documented in date order
- Receipt(s)* taped on all sides to an 8 ½ x 11 sheet of paper in date order (photocopies preferred)
- If renting a vehicle, must submit exit invoice

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

- Investigation/incident report
- Photos

If costs are associated with food or lodging*, the reimbursement will be limited to the GSA Per Diem Rates in effect at the time of the response. Rates are available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. The first and last calendar day of travel is calculated and reimbursed at 75%.

*Double occupancy is preferred as appropriate.

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFWA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

EXHIBIT "I"
DEFINITIONS

- I-1 **ACCRUAL ACCOUNTING** is a method whereby revenue or expenses are recorded when a transaction occurs rather than when a payment is received or made.
- I-2 **ACTUAL HOURS** shall mean on shift time which includes a specific start and ending time and is recorded as clock hours. On shift time includes actual work, ordered standby and compensable travel. Individuals are required to report to their designated work site as scheduled, ready and willing to perform work safely.
- I-3 **ADMINISTRATIVE RATE** shall mean a pre-established percentage charge that may be applied by the billing agency as determined by the CFAA Committee.
- I-4 **AGENCY AIRCRAFT** shall mean any firefighting fixed or rotary-winged aircraft (including Unmanned Aerial Vehicles) owned by Local, State, or Federal Fire Agencies.
- I-5 **AGENCY REPRESENTATIVE** shall mean the ICS position that serves as the point of contact for an assisting or cooperating agency that has been delegated authority to make decisions on matters affecting that agency's participation at the incident and reports to the Liaison Officer.
- I-6 **ANNUAL OPERATING PLAN** shall mean a plan developed at the State, Geographic, or local levels for the implementation of administrative or operational practices or concerns.
- I-7 **ASSISTANCE BY HIRE** shall mean fire suppression resources needed to fill the incident order that are to be paid for by the protecting agency.
- I-8 **BASE RATE** shall mean the de minimis rate developed by the Committee.
- I-9 **BUREAU OF INDIAN AFFAIRS** shall mean a federal bureau under the Department of the Interior charged with the responsibility to provide wildland fire protection and suppression for trust lands of federally recognized Native American Tribes.
- I-10 **CALIFORNIA FIRE AND RESCUE MUTUAL AID SYSTEM AGENCIES** shall mean agencies, departments, or institutions to which Cal OES has, through agreement, assigned Cal OES-owned emergency apparatus; or who provide locally owned resources under provisions of the California Fire and Rescue Mutual Aid System. These agencies may also be referenced as, however, not be limited to, "local government" or "local agency".

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFPA CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

- I-11 **CALIFORNIA MOBILIZATION GUIDE** shall mean the interagency procedures for requesting, documenting, and sending resources to incidents within the State of California.
- I-12 **CALIFORNIA WILDLAND COORDINATING GROUP** shall mean the executive level interagency committee made up of representatives from the USDA Forest Service, California Department of Forestry and Fire Protection, USDI Bureau of Land Management, USDI National Park Service, USDI Bureau of Indian Affairs, USDI Fish and Wildlife Services, Association of Contract Counties representative, and the California Governor's Office of Emergency Services.
- I-13 **COMPENSATE** shall mean to give money in return for something such as work or payment for something lost or damaged.
- I-14 **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.
- I-15 **DEPARTMENT OF DEFENSE FIRE DEPARTMENT** shall mean any organization managed by the Department of Defense for preventing and putting out fires principally on military installations.
- I-16 **EMERGENCY ACTIVITY RECORD (OES F-42)** shall mean the personnel and equipment time record required for reimbursement through the CFAA. Referred to as OES F-42.
- I-17 **EMERGENCY APPARATUS** shall mean any emergency response equipment or apparatus provided through the California Fire and Rescue Mutual Aid System.
- I-18 **EMERGENCY PERSONNEL** shall mean any personnel responding on or with emergency apparatus and requested overhead personnel.
- I-19 **FEDERAL FIRE AGENCIES** shall mean the USDA Forest Service, Pacific Southwest Region; the USDI Bureau of Land Management, California Office, Regions 8 and 10; the USDI National Park Service, Interior Regions 8, 9, 10, and 12; USDI Fish and Wildlife Service, Interior Regions 8 and 10, and USDI Bureau of Indian Affairs, Pacific Region.
- I-20 **FEDERALLY RECOGNIZED TRIBE** shall mean an American Indian or Alaska Native tribal entity that is recognized as having a government-to-government relationship with the United States, with the responsibilities, powers, limitations, and obligations attached to that designation, and are eligible for funding and services from the Bureau of Indian Affairs.
- I-21 **GOVERNING BODY RESOLUTION (GBR)** shall mean a formal declaration of the governing body concerning a certain subject which it either cannot or does not wish to control by ordinance.

- I-22 **HOME UNIT** shall mean the geographical location an individual is normally assigned to work. Also referred to as home base.
- I-23 **INCIDENT** shall mean an occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.
- I-24 **INCIDENT COMMAND SYSTEM (ICS)** shall mean a standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries.
- I-25 **INCIDENT COMMANDER** shall mean the ICS position responsible for overall management of the incident and reports to the agency administrator for the agency having incident jurisdiction. This position may have one or more deputies assigned from the same agency or from an assisting agency(s).
- I-26 **INCIDENT MANAGEMENT TEAM (IMT)** shall mean the incident commander and appropriate command and general staff assigned to an incident.
- I-27 **INTERAGENCY** shall mean involvement of two or more agencies to an agreement.
- I-28 **LOCAL AGENCY** shall mean any city, city and county, county, or special district.
- I-29 **LOCAL AGREEMENT** shall mean a pre-defined area agreement that includes that portion of the geographical jurisdictions of both the local reciprocal agreement signatories on which they have historically, frequently and continuously cooperated in initial and extended attack.
- I-30 **LOCAL JURISDICTION** shall mean any political subdivision of government.
- I-31 **MOBILIZATION CENTER** shall mean an off-incident location at which emergency apparatus and personnel are temporarily located pending assignment, release or reassignment.
- I-32 **MOU/MOA** shall mean a memorandum of understanding or memorandum of agreement, which is a formal business document used to outline an agreement made between two separate entities, groups, or individuals.
- I-33 **MUTUAL AID** shall mean an agreement in which two or more parties agree to furnish resources and facilities and to render services to each party of the agreement to prevent and combat any type of disaster or emergency.
- I-34 **NON SUPPRESSION PERSONNEL** shall mean personnel who occupy a civilian position within a fire agency.

Cal OES# 6143-2019
CAL FIRE# 7CA004953
USFS# 20-FI-11052012-147
NPS# P20AC00506
BLM# BLM CFP A CA915-2004
F&WS# FFo8F00000-D-Joo1
BIA# A20ACPRO01

- I-35 **POLITICAL SUBDIVISION** shall mean any city, city and county, county, district, or other local governmental agency or public agency authorized by law.
- I-36 **PORTAL-TO-PORTAL** shall mean the time of initial dispatch from home base to the time of return to home base.
- I-37 **REIMBURSEMENT** shall mean to pay someone/agency an amount equal to an amount that agency has spent or where the agency has accrued a financial liability.
- I-38 **SALARY RATES** shall mean the sum of the hourly rates for each personnel in a classification including worker's compensation and unemployment insurance divided by the number of employees in that classification. The hourly rate should not include overtime. Benefit pay, specialty pay, and/or incentive pay should also be excluded unless the pay is directly tied to each hour of overtime worked.
- I-39 **SALARY SURVEY** refers to the form used to establish rates for reimbursement filed with Cal OES Fire and Rescue Division.
- I-40 **STAGING AREA** shall mean the location where emergency apparatus and personnel are assigned to an incident for deployment on a three-minute availability status.
- I-41 **STRUCTURAL FIRE PROTECTION** shall mean fire suppression within a structure.
- I-42 **STRUCTURE DEFENSE** shall mean the protection of homes or other structures from wildland fire before the fire reaches the structure; exterior fire protection measures.
- I-43 **SUPPLEMENTAL PERSONNEL** shall mean overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled trainings, meetings, etc., of the department staff.
- I-44 **SUPPRESSION PERSONNEL** shall mean personnel who routinely respond to emergencies.
- I-45 **TRIBAL FIRE DEPARTMENT** shall mean a federally-recognized tribe with suppression and/or all-risk response capabilities.