

# OPERATING PLAN FOR COOPERATING AGENCY PERSONNEL ON CAL FIRE INCIDENT COMMAND TEAMS (3800)

(No. 6 June 1999)

**This Operating Plan is for use with local and federal agencies not covered by a pre-existing cooperative fire protection agreement with the California Department of Forestry and Fire Protection.** This Operating Plan is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of California, Department of Forestry and Fire Protection, hereinafter called **CAL FIRE**, and the \_\_\_\_\_, hereinafter called **Cooperating Agency**.

CAL FIRE maintains pre-established Incident Command Teams (ICT) for deployment to emergencies throughout California on a year round basis.

Generally Cooperating Agencies do not have the opportunity to participate in the management of complex and long-term incidents. Participation on CAL FIRE ICT provides the opportunity for Cooperating Agency employees to gain valuable experience and fulfill Incident Command System (ICS) trainee requirements. Cooperating Agencies have a desire to participate on CAL FIRE ICT and both CAL FIRE and the Cooperating Agencies recognize the benefits of such interagency participation.

CAL FIRE policy allows the utilization of Cooperating Agency employees on its ICTs.

CAL FIRE's goal is to provide consistent, accurate, and timely reimbursement to Cooperating Agency for their **actual** personnel, equipment, and incidental support costs associated with deployment of their employees assigned to a CAL FIRE ICT.

This Operating Plan establishes provisions for availability, training, deployment, and reimbursement as it pertains to the assignment of (name) \_\_\_\_\_, (rank) \_\_\_\_\_ to CAL FIRE ICT # \_\_\_\_\_ as (position assigned) \_\_\_\_\_.

CAL FIRE and the Cooperating Agency signatory to this Operating Plan agree to the following:

1. Team members must meet the training and/or experience requirements for their assigned position. Team members assigned as trainees will have the prerequisite knowledge, skills, and abilities for the assigned ICS position.
2. Incident Command Teams are required to stand-by on an assigned rotational basis during the peak fire season. There is no compensation by CAL FIRE for team members while on stand-by. Team member availability during non-peak fire season is on a catch-as-catch-can basis.

3. Upon notification of team activation during peak fire season, members are required to respond within 60 minutes. Cooperating Agency personnel shall be contacted by their respective Emergency Command Centers (ECC) via the local CAL FIRE ECC. Team members are expected to be available for the entire duration of the incident.
4. Occasionally CAL FIRE activates an ICT to perform administrative assignments. Participation of Cooperating Agency personnel on administrative ICT assignments is optional.
5. Cooperating Agencies are responsible for all costs associated with team training and meetings. It is highly recommended that all personnel attend team training and meetings.
6. Reimbursement to the Cooperating Agency for the **actual** costs associated with a team deployment are defined below. This constitutes **full reimbursement** to the Cooperating Agency.

**Personnel Rates: Standard work week hours (40, 56,72, etc.) \_\_\_\_\_**

**Hourly employee:**

Straight Time: \_\_\_\_\_ (\$/hour)

Overtime: \_\_\_\_\_ (\$/hour)

Check One: Actual Hours Worked \_\_\_\_\_ Portal-to-Portal \_\_\_\_\_

**Salaried employee:** \_\_\_\_\_ (\$/hour)

(\$/pay period divided by hrs/pay period = \$/hr.)

Differential pay \_\_\_\_\_ (\$/hr., day, wk)  
(IMAD, ERB, Etc. type pay)

**Staff Benefits Rate:**

Straight time: \_\_\_\_\_ (\$/hour or %)

Overtime: \_\_\_\_\_ (\$/hour or %)

**Administrative Rate:** \_\_\_\_\_ (%)  
(for incidental support costs only)

**Vehicle Mileage Rate:** \_\_\_\_\_ (\$/mile)

7. Rates may be updated by submitting an Operating Plan to the Team IC for approval. Reimbursement will be based on the Operating Plan on file with the Team IC at the time of dispatch.
8. It is the intent of this Operating Plan to prepare documents for the reimbursement of Cooperating Agency employee salaries and staff benefits at the incident. **Costs for employee post coverage is not reimbursable.** Cooperating Agency may submit a bill to CAL FIRE for those incidental costs incurred enroute to and from the incident and other incident-related costs (e.g. including but not limited to, meals, lodging, cell phone calls and vehicle mileage). Per Diem and lodging costs shall not exceed those for CAL FIRE Bargaining Unit 8 employees. The Cooperating Agency must provide supporting documentation for all reimbursable incidental costs.
9. The administrative rate is only applied to the Incidental Support Cost bill. The administrative rate will not be applied to reimbursements initiated at the incident. Cooperating Agency must provide an administrative rate in the Operating Plan.
10. Cooperating Agency personnel shall complete a FC-33 Overhead Crew Equipment Report to provide supporting documentation for reimbursement.
11. Cooperating Agency may submit claims to the State Board of Control for the loss or damage to equipment or vehicles directly related to fire suppression activities and where the actions of Cooperating Agency personnel and/or operational failures in the equipment or vehicles are not a contributing factor to such loss or damage. In all cases, loss or damage to Cooperating Agency equipment or vehicles must be reported to the Incident Finance Section, Compensation/Claims Unit. Non-documented loss or damage shall not be considered incident-related for the Board of Control process. Loss or damage to Cooperating Agency equipment or vehicles while enroute to or return from an incident, due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the Cooperating Agency.
12. The Cooperating Agency is responsible for providing workers' compensation coverage.

13. CAL FIRE and Cooperating Agency shall be subject to examination and audit for three years after final payment under the terms of this Operating Plan. Examination and audit shall be confined to those matters connected with the performance of this Operating Plan including, but not limited to, the cost of administration.

This Operating Plan will be in effect from, \_\_\_\_\_, \_\_\_\_\_ to, \_\_\_\_\_, \_\_\_\_\_ unless terminated in writing from one party to the other or superseded by a new Operating Plan.

California Department of Forestry  
and Fire Protection

\_\_\_\_\_  
Cooperating Agency

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, CA ZIP

\_\_\_\_\_  
City, CA ZIP

\_\_\_\_\_  
Signature Team Incident Commander

\_\_\_\_\_  
Signature Cooperating Agency Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

Incident Command Team # \_\_\_\_\_

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