

SONORA FIRE DEPARTMENT

201 S. Shepherd Street, Sonora, CA 95370

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MEMORANDUM

DATE: Monday, June 3, 2019

TO: Honorable Mayor, City Councilmembers

FROM: Aimee New, Fire Chief

SUBJECT: Resolution No. 06-03-2019B CAL FIRE Tuolumne Calaveras Unit
2019 Local Government Assistance by Hire Agreement

RECOMMENDATION: The City's Fire Department, recommends that the City Council take the following action:

- 1) Consider approving the attached CAL FIRE Tuolumne Calaveras Unit 2019 Local Government Assistance by Hire Agreement and authorize the Mayor to sign said agreement.

BACKGROUND: In the past, CAL FIRE has provided payment to volunteer and local government agencies, when those agencies augment their fire suppression resources in Tuolumne and Calaveras Counties. Past policy has provided reimbursement when an incident is not contained within two hours of initial dispatch. The California Fire Assistance Agreement (CFAA) for the State of California and Office of Emergency Services (OES) reimburses participating agencies after the first 12 hours, the ABH will reimburse after 6 hours. The Tuolumne Calaveras CAL FIRE Ranger Unit understands the importance of ordering resources in a timely manner for quick response within the counties, without triggering the CFAA. If a new agreement is not reached, the governing CFAA will be utilized increasing the reimbursement for local agencies to a standard 12 hours.

DISUSSION:

Based upon the information provided, the City of Sonora Fire Department, recommends that the City Council approve the aforementioned documents as submitted.

RESOLUTION NO. 06-03-2019B

A RESOLUTION OF THE CITY OF SONORA APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION ASSISTANCE BY HIRE (ABH) FOR SERVICES FROM THE DATE OF THE LAST SIGNATORY PAGE OF THE AGREEMENT.

BE IT RESOLVED by the City Council of the City of Sonora that the said council does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the signatory page of the Agreement, and any amendments thereto.

BE IT FURTHER RESOLVED that the Fire Chief, Aimee New, of the City of Sonora Fire Department be and hereby is authorized to execute said Agreement and any amendments on behalf of the City of Sonora.

The foregoing resolution was duly passed and adopted by the City Council of the City of Sonora, at a regular meeting thereof, held on the 3rd day of June 2019 by the following vote:

Ayes:

Signature, Sonora City Mayor

Nays:

Printed Name and Title

Absent:

CERTIFICATION OF RESOLUTION

Attest:

I, _____ City Clerk of the City of Sonora, County of Tuolumne California do hereby certify that this is a true and correct copy of the original Resolution Number 06-03-2019B

Witness my hand and the seal of the City of Sonora on this 3rd day of June 2019.

City Clerk
City of Sonora

OFFICIAL SEAL

CAL FIRE
Tuolumne Calaveras Unit
2019 Local Government
Assistance by Hire Agreement

Tuolumne Calaveras Unit 2019 Local Government Assistance by Hire Agreement

Purpose

The Tuolumne Calaveras Unit (TCU) desires to have local agreements that provide for Assistance by Hire (ABH) utilization of local government firefighting resources to augment CAL FIRE resources in support of the State's mission within the State Responsibility Areas (SRA) of TCU when the need arises.

To provide direction to CAL FIRE Incident Commanders and local government cooperating agencies within and adjacent to TCU in regards to the appropriate utilization of local government firefighting resources for State mission purposes on CAL FIRE controlled incidents; and the terms under which they will or will not be reimbursed.

Parties to this agreement agree that local government firefighting resources have commonly understood and/or mandated local responsibilities within their jurisdiction that may have concurrent, overlapping and/or adjacent State and local initial attack resource response to what may be a CAL FIRE controlled incident.

Per this agreement during these incidents local government resources will only be reimbursed by CAL FIRE if they meet the terms of this agreement and are assigned by the CAL FIRE Incident Commander to support State mission.

TCU Local Government ABH Reimbursement "Time Threshold"

Reimbursement

Reimbursement for local government resources under this agreement, when assigned to State mission, will begin January 1, 2019 Six (6) hours after initial response and be retroactive back to the time of initial response of the individual resource.

When CAL FIRE staffs local government resources for station coverage they will be reimbursed from the time they are staffed until they are released from the station coverage assignment.

Water Tenders that respond on the Initial Dispatch would be compensated after being assigned to an incident two (2) hours after initial response and be retroactive back to the time of initial response of the individual resource.

Non-Reimbursement

CAL FIRE cannot reimburse for apparatus that has been assigned under the Federal or State Excess Property Programs. These apparatus are "on loan" and remain the property of the lending level of government.

CAL FIRE cannot reimburse for resources assigned to local government fire departments by Cal OES.

TCU Local Government ABH Agreement Procedures

Initiating Agreement

Local Government Fire Departments shall contact the designated TCU Hired Equipment Coordinator to request participation in the TCU Assistance by Hire (ABH) Program. Local government apparatus and personnel to be included in the program are required to be under agreement prior to utilization as identified on the TCU ABH Agreement Form. See attached.

Agreements and Rates shall be renewed every three years on January 1. Updates and/or edits can be initiated annually as needed between January 1 and March 31.

Establishing Rates

The TCU Local ABH reimbursement rates for both equipment and personnel shall be based on those effective in the CFAA and Cal OES Salary Survey on January 1.

TCU ABH Agreement and Form

The local government agency to provide ABH will verify the engine and water tender gallon per minute pump capacity rating (GPM) so the hourly rate for each may be calculated and entered on the TCU ABH Agreement Form. CAL FIRE reserves the right to have the local government agency bring the resource to a state facility to have it pump tested.

The agreement number shall be the local government agency's "three letter identifier" followed by the eight digit CAL FIRE vendor number. If the vendor number is not available, a CAL FIRE Payee Data Record STD-204 must be completed.

Both the TCU Unit Chief and the local government agency representative completing the TCU ABH Agreement Form will sign the agreement. A copy will go to the TCU Hired Equipment Coordinator and the TCU Division Chief – Administration.

The local government agency to provide ABH will receive a copy of this signatory agreement and the TCU ABH Agreement Form for each apparatus and personnel to be included in the ABH program.

It is the responsibility of the local government agency desiring to provide ABH to read and ensure compliance with all provisions of this agreement and each applicable TCU ABH Agreement Form.

TCU Local Government ABH Payment Procedures

Time Keeping

It will be the responsibility of the Incident Commander or designee to assure the appropriate timekeeping forms for all apparatus and personnel are completed.

The only acceptable timekeeping documentation is the CAL FIRE-297 Shift Ticket with evaluation. See attached.

The CAL FIRE Incident Commander or designee, responsible for assigning the local government resource shall also be responsible for compiling, auditing and processing all timekeeping and payment documentation in a timely manner.

Payment Documents

A CAL FIRE-93 will be used to pay the local government agency providing ABH. It will have as attachments a copy of the TCU ABH Agreement Form, completed CAL FIRE-297 Shift Ticket and a completed CAL FIRE-20. In addition, a CAL FIRE ME-15 and ME-107 may be attached as required. See Sample Pay Documents Package.

TCU Local Government ABH Apparatus

Apparatus Condition

Apparatus must be in good mechanical condition and be able to sustain arduous duty assignments. CAL FIRE reserves the right to perform safety compliance inspections of local government apparatus prior to acceptance of apparatus to be hired under this agreement.

Apparatus Liability

CAL FIRE assumes no liability for any damages to any local government equipment. No local government official or fire department may obligate the State to financial liability.

Apparatus Repairs

Minor damage caused by the incident or operating conditions may be reimbursed by CAL FIRE and documented on a CAL FIRE ME-107 form. Major damage will be addressed through the California Victim Compensation and Government Claims Board procedures. Driver negligent damage is the responsibility of the local government agency providing the ABH. Any inspection will be documented on a CAL FIRE ME-15 form.

CAL FIRE must be notified of any damage to local government apparatus hired under this agreement prior to release from the incident.

Unstaffed versus Staffed ABH Guidelines

Unstaffed

When local government owned apparatus is hired unstaffed, the apparatus will be staffed by CAL FIRE personnel to meet CAL FIRE operational needs. When hired unstaffed, local government fire apparatus is considered to be a State resource. Apparatus will not be limited to the original locality of hire and will be available for statewide response as needed.

When hired unstaffed, the State furnishes fuel, oil and lube at no cost to the local government agency. Mechanic services and/or parts are chargeable back to the local government agency if and when routine wear and tear repairs are necessary. In the event of accident or mechanical breakdown to the apparatus, CAL FIRE will repair apparatus to condition at initial time of hire. Engines hired unstaffed should be equipped with Self Contained Breathing Apparatus (SCBA) of the current CAL FIRE specification prior to being placed in service. Utilizing the SCBA under the current CAL FIRE specification will allow for CAL FIRE personnel to maintain compliance under Federal OSHA 29CFR1910.134.

Staffed

When apparatus is hired staffed, the apparatus with personnel is hired to assist CAL FIRE based on operational need. The crew must be trained as outlined in the training section of this policy and adhere to CAL FIRE staffing levels required for response at all times. As with apparatus hired unstaffed, local government fire apparatus and personnel hired staffed is considered to be a State resource. Apparatus and personnel will not be limited to the original locality of hire and will be available for statewide response as needed. Engines will be staffed 3.0 or 4.0. Water Tenders will be staffed 1.0 or 2.0. At no time will CAL FIRE pay for 2 operators to staff the Water Tender at the same time. One operator should be off shift resting away from the Water Tender.

When hired staffed, the local government agency providing ABH retains responsibility for fuel, oil and lube until such time as this agreement is replaced by another, such as the CFAA and/or the resource continues to be committed into the second operational period.

Mechanic services and/or parts are chargeable back to the local government agency if and when routine wear and tear repairs are necessary.

On apparatus hired staffed, Personnel shall have all mandated wildland and structural personal protective clothing (PPE) while under hire. A second set of wildland clothing (PPE) is recommended.

Consumables & Damaged and/or Destroyed Supplies

If local government owned supplies are damaged and/or destroyed through no fault of local government and verified by a CAL FIRE line supervisor, CAL FIRE may replace it with like kind. Consumables, such as highway flares, rations, drinking water, batteries, fuel, fuel mix, lubricants and firefighting foam utilized under CAL FIRE direction will be replaced by CAL FIRE.

All items consumed, damaged and/or destroyed under hire shall be documented on appropriate forms to be approved by an authorized CAL FIRE representative. These forms include the

Incident Replacement Requisition (FC-315) and Property Certification of Location or Damage (CAL FIRE-101). See attached Sample Replacement Forms package.

CAL FIRE shall be notified of any used consumables and/or damaged and/or destroyed equipment and local government agencies hired under this agreement must obtain an approved FC-315 signed by the IC or appropriate designee prior to release from the incident.

Local government agencies providing ABH and claiming replacement of incident consumables and/or damaged and/or destroyed equipment have no more than twenty calendar (20) days from the date of the incident to provide all required and appropriately completed and signed documentation to the TCU Service Center to effect replacement.

*** Fuel, refer to page 4 Staffed second paragraph***

Communications

It is the responsibility of the local government agency providing ABH to ensure the apparatus has adequate communications capability. Personnel and apparatus, which cannot adequately and effectively communicate with other resources on the incident will be released and not paid. All radios will be Narrow band capable & programmable with current CAL FIRE radio frequency load; CAL FIRE ECC can assist if needed.

TCU Local Government ABH Personnel Standards

Training

Agencies providing ABH under this agreement shall ensure all personnel be qualified for their respective position including the appropriate level per Wildland Fire Qualification NWCG 310-1 Sub System Guide or the California Incident Command Certification System (CICCS). All apparatus driver/operators shall have the appropriate driver's license for the apparatus being operated.

It will be the responsibility of the local government agency providing ABH to maintain all records of the above required training, certification and/or licensing and provide copies of certifications and training upon request.

Respiratory Protection Standards

All local government personnel providing ABH shall fully meet CAL OSHA Title 8 Section 5144. Additionally, all local government personnel providing ABH shall be fully compliant with the Federal OSHA 29CFR1910.134 Respiratory Protection (fit test) Standard within the past year.

Local Government Personnel Feeding

Local government agency personnel providing ABH assigned to a "going" incident shall be provided meals by CAL FIRE at no cost to local government personnel.

Local government personnel on apparatus under hire assigned to station coverage of a TCU CAL FIRE station may obtain meals at the CAL FIRE facility being covered at no cost to the local government personnel. These meals shall be documented on the CAL FIRE "Fireline Meal Sheet" available at the station being covered with names, dates and incident numbers as

required.

Restaurant feeding for local government resources providing ABH under this agreement shall only be authorized by either the Incident Commander if assigned to an incident or the TCU Duty Chief (or designee) if assigned to station coverage.

TCU Local Government ABH Apparatus Staffing Standards

Engine Staffing Levels

Fire engine staffing in this agreement shall meet the minimum standards as follows:

Type I engines shall have a minimum of (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type II engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

Type III Engines shall have three (3) person staffing to include one (1) Company Officer/Engine Boss and two (2) Firefighters.

There will be only one (1) Company Officer/Engine Boss compensated per apparatus, regardless of their rank in local government department.

Water Tender Staffing Levels

Staffing for initial attack water tenders shall typically be one (1) Apparatus Operator. Twelve (12) hour "planned need" staffing shall typically be one (1) Apparatus Operator per twelve (12) hour operational shift. In addition to the Apparatus Operator, water tender staffing for both initial attack and "planned need" can include one (1) Firefighter.

For extended operations exceeding sixteen (16) hours and/or planned need twenty-four (24) hour operational shift assignments, a Relief Operator and Firefighter are required.

Logistical Support Personnel

Staffing shall be one (1) Firefighter with a shift not to exceed sixteen (16) hours. For extended operations exceeding sixteen (16) hours, a Relief Firefighter is required.

Trained firefighters with full PPE will be required due to potential for line assignments. Duties may include, but not be limited to, fireline delivery of food, drinks, ice and supplies.


**Tuolumne Calaveras Unit
2019 Local Government Assistance by Hire Agreement**

The 2019 Tuolumne Calaveras Unit Local Government Assistance by Hire Agreement with attachments has been approved and authorized by the individuals found on the accompanying signatory page. See attached.

Attachments

1. Tuolumne Calaveras Unit Assistance by Hire Agreement Form
2. Current Cal OES CFAA Rate Letter
3. Sample CAL FIRE-297 Shift Ticket
4. Sample FC-315,
5. Sample CAL FIRE-93
6. Sample CAL FIRE-20
7. Sample CAL FIRE ME-15
8. Sample CAL FIRE ME-107
9. Sample Fireline Meal Sheet

Tuolumne Calaveras Unit Assistance by Hire Agreement Form

ORDERING OFFICE:		AGREEMENT NUMBER:	
CAL FIRE 785 Mountain Ranch Road San Andreas, CA 95249		TCU- 0000123724	
Department/District Name and Address:		DATE: 3/10/19 - 12/31/21	
City Of Sonora Fire Department 201 South Shepard Street Sonora, Ca		EIN/SSN:	
Telephone Number (day): 209-532-7432		It is the responsibility of the local government agency providing ABH to ensure compliance with all provisions of the TCU Assistance by Hire Agreement. Only CAL FIRE requested and agreed to equipment and staffing will be reimbursed.	
Telephone Number (night): 209-484-8788			
Fax Number: 209-532-5936			
ITEM DESCRIPTION (make, model, year, serial number, etc.)			
a. E- 751 Type 1 1250 GPM 1997 Central States Lic # E049831		RATE (Hourly or Daily) \$79.47 hr. Daily max 16 hrs. plus staffing 3.0 = \$113.29 Hr. 4.0 = \$149.80 Hr.	
b. E -752 Type 3 1250 GPM 2003 Weststates Lic # 1163863		\$79.47 hr. Daily max 16 hrs. plus staffing 3.0 = \$113.29 Hr. 4.0 = \$149.80 Hr.	
c. C - 750 SUV 2010 Ford Expedition 4X4 Lic # 1342678		\$105.60 Daily	
d. U - 751 4X4 Pick up 2009 Ford F - 150 Lic # 1328301		\$94.60 Daily	
e. Overhead at or above Strike Team Task Force Leader		\$ 40.27 Hr.	
f. Overhead at or above Strike Team Task Force Leader (Fire Chief)		\$ 95.49 Hr.	
g.			
h.			
Special Provisions: Type I engines shall have a minimum of 3 person staffing to include 1 Company Officer and 2 Firefighters. 4 person staffing to include an Engineer is desirable. Type II and III engines shall have a minimum 3 person staffing to include 1 Company Officer and 2 Firefighters. Water Tenders may have a single Operator during initial attack or on 12 hour shifts. Planned need Water Tenders shall include a Firefighter. A second Water Tender Relief Operator shall be required after 16 hours or on 24 hour shifts. There is no rate for foam use but foam used shall be replaced.			
Department Chief or Authorized Agent's Signature		Date	Print Name And Title
			James M. Garventa, Mayor
CAL FIRE Signature		Date	Print Name And Title
		5/6/19	Josh White, Unit Chief