



RESOLUTION No. 24-510

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF THE OPERATING PLAN FOR COOPERATING AGENCY PERSONNEL AGREEMENT WITH CAL FIRE THAT WILL ALLOW SHERIFF'S OFFICE PERSONNEL TO SERVE ON THE CAL FIRE INCIDENT MANAGEMENT TEAMS (IMT)/ EMERGENCY COMMAND CENTER SUPPORT TEAMS (ECCST)

WHEREAS, the Nevada County Sheriff's Office desires to maintain security and safety for the Public and its Law Enforcement Officers; and

WHEREAS, CAL FIRE is often asked to lead incident command response during major disasters and is a leader in disaster response emergencies; and

WHEREAS, CAL FIRE incident command teams are comprised of both CAL FIRE employees as well as law enforcement personnel throughout the State; and

WHEREAS, the Nevada County Sheriff's Office desires to cooperate with CAL FIRE to provide Sheriff's Office personnel to serve on the IMT; and

WHEREAS, CAL FIRE will reimburse Nevada County for Sheriff's Office personnel time when activated on an IMT.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Operating Plan for Cooperating Personnel Agreement between the County of Nevada and CAL FIRE pertaining to Nevada County Sheriff's Office personnel serving on Incident Management Teams, is hereby approved, and authorizes the Sheriff or her designee to execute the Agreement on behalf of the County of Nevada.

Funding: 0101-20201-152-1000 451291

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of September 2024, by the following vote of said Board:

Ayes: Supervisors Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.


Absent: Supervisor Heidi Hall.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By:  Deputy COB


Hardy Bullock, Chair

**Operating Plan for Cooperating Agency Personnel on
CAL FIRE Incident Management Teams (IMT)/ECC Support Teams
(ECCST)**

This Operating Plan is for use with local and federal agencies who participate on a CAL FIRE IMT and/or ECCST. This Operating Plan is made and entered into on this ____ day of _____ by and between the State of California, CAL FIRE, hereinafter called CAL FIRE, and the Nevada County Sheriff's Office, hereinafter called Cooperating Agency.

CAL FIRE maintains pre-established Incident Management Teams/ ECC Support Teams for deployment to emergencies 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 IMT/ECCST 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 IMT 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 IMTs.

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 IMT.

This Operating Plan establishes provisions for availability, training, deployment, and reimbursement as it pertains to the assignment of

Dennis Haack Sergeant to CAL FIRE IMT # 5 as
Name Rank

(Trainee) LOFR/LELO.
Position assigned

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

1. Cooperating Agency team members must meet the training and/or experience requirements for their assigned position pursuant to requirements of the California Incident Command Certification System (CICCS). Team members assigned as trainees will have the prerequisite knowledge, skills, and abilities for the assigned ICS position.
2. IMT/ECCST is required to be available on an assigned rotational basis during the year. There is no compensation by CAL FIRE for team members while on rotation status.
3. Upon notification of team activation, 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 IMT/ECCST to perform administrative assignments. Participation of Cooperating Agency personnel on administrative IMT 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 will be consistent with the current California Fire Assistance Agreement (CFAA) and will constitute full reimbursement to the Cooperating Agency.

Personnel Rates:

Standard work week hours (40, 56, 72, etc.): 40

Hourly employee:

(Battalion Chief and below and all civilian employees)

Straight Time:	<u>68.90</u>	(\$/hour)
Overtime:	<u>103.35</u>	(\$/hour)

Check One:	<u> </u>	Actual Hours Worked
	<u> X </u>	Portal-to-Portal

Salaried Employee:*(Assistant Chief and above)*

Salary: _____ (\$/hour)
(\$/pay period divided by hrs/pay period = \$hr.)

Differential Pay: (IMAD,ERB, etc.) _____ (\$/hour)

Staff Benefit Rates:*(Based on hourly or salaried compensation)*

Workers Compensation: _____ 4.5 (%)

Unemployment Insurance: _____ 0.12 (%)

Administrative Rate: _____ 21.6 (%)

Vehicle Mileage Rate: _____ .067 (\$/mile)
(IRS standard mileage rate)

Determining Total Personnel Reimbursement**1. Uniformed Emergency Response Personnel; Salaried (Assistant Chief and above)**

Uniformed personnel above the rank of Battalion Chief shall be reimbursed portal to portal at straight time unless the employee has an MOU or governing body resolution that dictates they are to be paid above straight time. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement from a state agency.

2. Uniformed Emergency Response Personnel; Hourly (Battalion Chief and below)

Uniformed personnel that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident.

3. Non-Emergency Response and Civilian Personnel; Hourly (Dispatcher, Heavy Equipment Mechanic, Inspector, etc.)

All other personnel will be reimbursed for actual time worked (straight and overtime hours based on their normal duty schedule) on the incident unless there is an MOU or governing body resolution that dictates the specific position is to be reimbursed for the total time committed to an emergency incident. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement

from the State of California.

Determining Total Compensation

Total personnel reimbursement in dollars (+) administrative rate times personnel reimbursement dollars (+) mileage (=) total compensation.

Rates may be updated by submitting an Operating Plan to the Team IC/Team Leader for approval. Reimbursement will be based on the Operating Plan on file with the Team IC/ Team Leader at the time of dispatch.

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 will be consistent with the direction contained in the current version of the CFAA. 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.

The standard Administrative Rate is set by CAL EMA, per a rate letter published annually. Local Cooperators must review and update their rate annually with CAL EMA.

Cooperating Agency personnel shall complete a FC-33 Overhead Crew Equipment Report to provide supporting documentation for reimbursement.

Cooperating Agency may submit claims to the Victim Compensation and Government Claims Board 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 en route 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.

The Cooperating Agency is responsible for providing workers compensation coverage.

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.

When an IMT/ECCST is placed on hard cover or is prepositioned, all IMT/ECCST members will be compensated. It is the expectation that IMT/ECCST members will return to work and be available for immediate dispatch for a CAL FIRE Response.

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

CAL FIRE Incident Commander

Signature

Address

City, CA, Zip

Phone Number

Incident Management Team # 5

Authorized pursuant to CMC 2R.04.300

Rev. February 2016

Sheriff Shannan Moon
Cooperating Agency Representative

Signature

950 Maidu Ave
Address

Nevada City CA 95949
City, CA, Zip

530-265-1471
Phone Number

Federal Employer ID #94-6000526

Vendor Code#