

## SANTA CLARA UNIT

SECTION: 3500

PROCEDURE #: 2

SUBJECT: Assistance By Hire

EFFECTIVE DATE: June 1, 2020

SUPERCEDES POLICY: N / A

AUTHORIZATION SIGNATURE:



### ASSISTANCE BY HIRE

#### I. INTENT

The Santa Clara Unit in cooperation with local government agencies utilizes Assistance by Hire (ABH) to allow for the immediate utilization of local government firefighting resources to augment State resources. The procedure is intended to provide direction for CAL FIRE Incident Commanders and cooperating agencies for utilization of local resources on CAL FIRE incidents within the Santa Clara Unit. This procedure does not cover mutual aid requests placed through the State Office of Emergency Services under the California Fire Assistance Agreement (CFAA).

#### II. DEFINITIONS

**WET HIRED ENGINES** - herein referred to as "WET" - A local government engine that is staffed consistent with ICS standards by local agency personnel. Wet engines will be used to supplement state resources on incidents and for station coverage and are considered available for state response when hired.

**DRY HIRED ENGINES** - herein referred to as "DRY" - A local government engine that is hired by CAL FIRE and staffed with a CAL FIRE crew. Dry engines are used to supplement state resources on incidents and for station coverage and are considered available for state response when hired dry. Dry engines have specific equipment requirements that are identified in this policy.

**OVERHEAD** - Personnel from local agencies that are qualified for assignment. Any overhead assignments that may travel to the fireline will require full PPE and fireline qualifications.

**CAL FIRE OFFICIAL** - A CAL FIRE Chief Officer from the Santa Clara Unit.

**REQUIRED TRAINING** - All personnel hired under ABH shall be certified for the position they were hired for by CAL OES/CICCS (red card) standards, as a minimum. All apparatus operators shall have the appropriate California driver's license for the apparatus they are operating. It is the sending agencies responsibility to maintain records of the required training and licensing.

### **III. REQUIREMENTS**

#### **APPARATUS**

Must be in good mechanical condition and be able to sustain arduous fireline assignments.

Apparatus hired DRY will also require a safety compliance inspection (DOT standards) by a qualified CAL FIRE inspector at time of hire.

#### **PERSONNEL**

When hired under ABH shall comply with the following:

- Meet the required training for the position they were hired for by CAL OES/CICCS standards.
- Shall have all mandated personnel protective equipment for all risk incident response.
- Shall be in their respective agencies uniform when under hire.

#### **STAFFING**

Engine staffing shall not be less than three or a reimbursable maximum of four people. One company officer, one operator and one or two firefighters.

Water tender minimum staffing shall be one apparatus operator for each operational period. For extended operations (exceeding 16 hours) a relief operator is required. An additional firefighter is authorized for each operational period.

#### **COMMUNICATIONS**

It is the responsibility of the sending agency to ensure the apparatus has adequate communications capability. All radios will be narrow band capable and programmable.

#### **ORDER**

A CAL FIRE official shall be responsible for determining when ABH will be utilized. Until that determination had been made by a CAL FIRE official, local resources will be considered mutual aid. The CAL FIRE official will be responsible for providing the ECC with the resources identifier, time of hire and obtaining a request number from the ECC for each resource hired.

#### **IV. RATES AND REIMBURSEMENT**

Timeframes for payment for equipment and personnel will be portal to portal once the designated thresholds have been met. **The Administrative Rate, Workers Compensation Rate, and Unemployment Insurance Rate shall not be reimbursable.**

##### **ENGINES**

- INCIDENTS - After 12 hours of service on an incident, payable back to the time of assignment. This includes travel time to return to the station and up to one hour to place the apparatus back into service.
- STATION COVERAGE - If apparatus is ordered/requested through ABH for station coverage payment will begin when the engine is staffed and available for assignment. Request for station coverage utilization ABH are generated by the Santa Clara Unit Duty Chief.
- DRY hired engines are paid from the time of acceptance.

##### **OVERHEAD**

- After 12 hours of service on an incident, payable back to the time of assignment.

##### **WATER TENDERS**

- After 4 hours of service on an incident, payable back to the time of assignment. This includes travel time to return to the station and up to one hour to place the apparatus back into service.

**PERSONNEL RATES:** Personnel rates will be based on the current CAL OES Salary Survey on file. If a department does not have an established CAL OES Salary Survey, their personnel will be reimbursed based on the established rates on the CAL OES Rate Letter. All personnel rates will be reimbursed at time and a half. Personnel will be reimbursed for the total hours documented on the FC-33 and the CAL FIRE dispatch record up to a maximum of 24 hours per calendar day

**FIRE ENGINE & WATER TENDER RATES:** An hourly rate will be calculated for each engine utilizing the current CAL OES Rate Letter based on the apparatus GPM. The apparatus will be reimbursed for the total hours documented on the FC-33 and the CAL FIRE dispatch record up to a maximum of 24 hours per calendar day. These rates apply to any ICS engine type.

**UTILITY RATES:** All utilities used will be paid the current CAL OES daily rate per size and or type of utility. Mileage will not be reimbursed.

**OTHER EQUIPMENT:** For equipment not listed in the CAL OES Rate letter, a CAL FIRE 294 (Emergency Equipment Rental Agreement) will be utilized with the negotiated equipment rates.

## **V. GENERAL**

**APPARATUS LIABILITY:** CAL FIRE assumes no liability for any damage to any local government equipment. No local government official or fire department may obligate the state to financial liability.

For **WET** hired equipment, any loss or damage to local agency apparatus or support equipment while traveling to or from and incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator, shall be the responsibility of the local agency. Minor damage caused by the incident or operating conditions may be reimbursed by CAL FIRE and documented on a ME-107. Major damage will be addresses through the Department of General Services Government Claims Program.

For **DRY** hired equipment in the event of accident or mechanical breakdown caused by CAL FIRE to the apparatus under hire, CAL FIRE will repair the apparatus to the condition at the initial time of hire. For mechanical or routine maintenance repairs, mechanic's services and/or parts are the responsibility of the local agency, to be made at the local agency's expense. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. Every attempt will be made to contact the local agency prior to initiating any mechanical service.

**CONSUMABLES:** CAL FIRE will replace consumable items such as fusees, rations, drinking water, radio and headlamp batteries, chainsaw fuel, portable pump fuel, drip torch fuel, and Class A foam. The items consumed will be documented on a Material Requisition or Transfer (F-72) and Incident Replacement Requisition (OF-315).

**FUEL:** Apparatus may obtain fuel at no charge from a CAL FIRE facility or incident base, documented on form AO-78a with the incident number, for fuel used while under CAL FIRE's control. If there is no fuel available, the local government agency will be reimbursed for fuel purchased by agencies fuel card. A copy of the receipt will be turned into CAL FIRE.

**MEALS:** Personnel on apparatus assigned to station coverage may obtain meals at the CAL FIRE facility, documented on the meal sheet with names, dates and incident numbers at no cost to the personnel.

## **VI. DOCUMENTATION**

**DOCUMENTATION:** Local government agencies hired under ABH will need to submit the following documentation to Santa Clara Unit Headquarters:

- SCU ABH Personnel and Equipment Report (CAL FIRE FC-33) documenting personnel times, apparatus (ICS Type, year make and model, license, vin, and GPM)
- Current CAL OES Salary Survey (if not on file)
- CAL FIRE 20 (if not on file)
- Fuel receipts if fuel was purchased by agency fuel card.

The documentation shall be submitted to:

CAL FIRE- Santa Clara Unit  
15670 Monterey St.  
Morgan Hill, CA 95037  
Attn: ABH Billing

OR

Electronic submittals:

[scu.abh@fire.ca.gov](mailto:scu.abh@fire.ca.gov)

If a Finance Section is assigned to an incident with ABH resources, the local agency shall bring the completed documents to the Finance Section for processing.

Updated May 1, 2020