

INTERAGENCY INCIDENT BUSINESS
MANAGEMENT HANDBOOK

APPENDIX – TOOL KIT

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DETERMINATION & FINDING

CONTRACTOR: _____

AGREEMENT NO: _____

The following equipment was used during the _____
Incident on the _____ (Agency) _____
(Unit) (equipment make, model, and year) _____

The equipment was hired by _____ on _____
to perform the following duties _____

The Contractor claims that damage occurred as follows (summarize the
event that caused the damage): _____

Resulting in the following damage (describe the equipment
damage): _____

The claim amount requested is: \$ _____

Contracting Officer's Finding: _____

Continue on attachment if necessary.

HAZARD/ENVIRONMENTAL PAY MATRIX

Activity	Entitlement To Hazard	Comments
Fighting uncontrolled fire	Yes	
Delivering supplies to fireline	No	
Delivering personnel to fireline	No	
IC/Operations personnel visiting uncontrolled fireline	No	Not considered active firefighting
Safety personnel patrolling uncontrolled fireline	Yes	
Media tours to uncontrolled fireline	No	Not considered active firefighting
Search and rescue on uncontrolled fireline	Yes	
Limited control flights	Yes	
Parachute jumps	No	Unless as part of a field testing program; refer to CFR
Piloting aircraft	No	
Hover hook-ups	Yes	
Working in rough/remote terrain	Yes	
Smoke exposure	No	No authority exists in CFR

Entitlement applies to WG/WL/WS and GS personnel unless specified otherwise.

Refer to the Interagency Incident Business Management Handbook, Chapter 10, Sections 12.9 and 12.10 for detailed guidance on pay percentages and exposure time frames.

CFR – Code of Federal Regulations. See CFR 550.901 through 550.907 for hazard pay/environmental differential.

INCIDENT BUSINESS OPERATING GUIDELINES

OPERATING GUIDELINES

INCIDENT BUSINESS ADMINISTRATION

_____ (unit name)

Enclosed are Operating Guidelines for Incident Business Administration activities on the _____. These guidelines are provided to support Incident Management Team operations and to provide consistency in incident business management operations throughout the unit. Deviation from these guidelines will be negotiated with the Incident Business Advisor or Agency Administrator prior to use of a different procedure or guideline.

Incident Business Advisor

Delegation of Authority. The Incident Agency's Administrative Officer/Manager or appropriate official (*name*, work phone (###)###-####; home phone (###)###-####) is the delegated Incident Business Advisor for the Incident Agency. During his/her absence, any of the following may be delegated Incident Business Advisor responsibilities, depending on their availability:

Name **Position** **Work Phone #** **Home Phone #**

An off-unit Incident Business Advisor may be called in to assist during periods of excessive fire activity.

Responsibilities.

The focus of the Incident Business Advisor is as a liaison between the Agency Administrator and Incident Management Team. She/he will make visits to any established incident command post, R&R facilities, staging areas, expanded dispatch, buying unit centers, and other incident support centers to facilitate communication and successful incident business practices. Technical specialists will accompany the Incident

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Business Advisor to assist in specific areas of concern. For example, the Budget and Finance Officer and/or Acquisition personnel would attend a visit concerned with equipment rental agreement payments.

The Incident Business Advisor will provide all incident support activities with telephone number(s) to ensure 24-hour service for any business management assistance.

Organization and Communications

Names of the individuals responsible for counterpart activities on the incident are to be provided to the Incident Business Advisor for contact purposes.

As a minimum, the Finance/Administration Section Chief (FSC) and Incident Business Advisor will establish a set time for daily communications for information exchange and to report current progress of incident business management operations.

Note: It is recommended that the FSC contact the Incident Business Advisor after the Incident Management Team has been notified of release from the incident, to ensure all transitioned financial processes have been finalized, and to check on the status and condition of payments processed by the Finance Section. Follow-up will also be made following fire payments to provide information on fiscal, procurement, etc. insights.

The PUL should communicate with the Supply Unit Leader and Buying Team leader throughout the incident. The open flow of communication between these parties will facilitate acquisition needs, as well as property tracking.

Procurement

Upon arrival on the _____(unit name), the Finance Section (Procurement Unit Leader) will be given an Incident Service and Supply Plan (if one has established). If available, an employee from the Acquisition staff will deliver the book, in person, to discuss information provided in the plan.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Included in the Service and Supply Plan are:

- Acquisition Organization
- Emergency Services (including Agency-Provided Medical Care information)
- Listing* of Emergency Equipment Rental Agreements (EERAS)
- Local interagency agreements and operating plans
- Forest Procurement Procedures
- Geographic Area Equipment Rates (Interagency Incident Business Management Handbook, Chapter 20)
- Order Forms
- Maps - geographical information
- Buying Unit Procedures
- Supply/Service Vendors (including Blanket Purchase Agreements)

*Copies of the individual emergency equipment rental agreements can be obtained from Acquisition after it is determined what agreements are being used on a specific incident.

Many of the normal restrictions on purchasing supplies and services apply when buying for incident operations. Some exceptions exist, such as commissary items and items in lieu of per diem necessary for operating an incident camp. Procurement personnel should consult with the Incident Business Advisor before purchasing items of questionable nature or questionable quantities.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Meal and Motel tickets will be used and must be signed by both the procurement official and the individual(s) issued to with all the restrictions applied.

Buying Unit Procedures

As a minimum, when an Incident Management Team is assigned to the _____ (unit name), a unit Buying Unit Team will be established.

The unit's Administrative Officer/Manager will determine when a Geographic Area Buying Team will be ordered to replace the unit's Buying Team. The unit's Buying Team members may be included in the organization of the Geographic Area Buying Team, depending on availability. When a Geographic Area Buying Unit is assigned, the operating procedures described in the National Interagency Buying Team Guide will be followed, along with any applicable Geographical Area supplements.

The Incident Business Advisor and/or appropriate official will consult with the Incident Management Team/expanded dispatch to decide when to release a Buying Team.

Buying Team Leader should visit the incident administrative sites and establish open lines of communication with the incident supply unit and the incident procurement unit leader. Establish a direct ordering system between the supply unit and the buying team to expedite procurement resource orders. On those incidents where a direct ordering system is not practical, orders should be processed through expanded dispatch. Items available through the national cache system should be ordered through established channels.

Property Management

The Incident Agency unit expects the incident management team to place a high priority on property management. Included in this expectation is the need for the Finance Section to review property issuance (including gas/oil/wcf/other), sign out, and return procedures to ensure proper accountability. The buying team leader should assume responsibility for coordinating with

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

the incident on property tracking. Buying teams are responsible for ensuring that accountable property which they have purchased is tracked and the information available to the incident unit for record keeping purposes.

During the demobilization process, Agency specific forms (e.g., Forest Service AD-112) will be processed when items are not returned to supply. These forms will always be signed by the employee's supervisors.

If property items are not returned by vendors assigned to the incident, a system will be incorporated to ensure the value of missing items is deducted from the payment invoices.

All property treated as replacement will be so described on Agency specific forms, Waybill, or left on the incident for rehab or mop up (manifest to the incident unit). All property left on the unit at the close of the incident, will be properly temporarily transferred on the Agency's form.

Commissary

National Contract commissaries are established and available through the resource ordering process. Due to the need for efficiency and cost effectiveness, contract commissary operations should be used whenever available. Force account commissaries should be used only when contract commissaries are not available. The commissary process may also be used on a case-by-case basis if individuals need emergency replacement, such as prescriptions or required personal items.

The FSC is designated as the contract commissary Contracting Officer's Representative (COR). The FSC should establish a commissary operating plan with the contractor when the commissary arrives at the incident. The contractor should have a copy of the current contract for the FSC's use. If not, a copy of the contract should be obtained from the appropriate Contracting Officer (CO). Near the end of the commissary operations the FSC should complete the evaluation form in the contract and forward a copy of the evaluation to the appropriate CO for use in future contract award evaluations.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

The commissary contract lists mandatory items, optional items (which may be supplied at the discretion of the contractor), and prohibited items.

Additional items, such as tents and logo t-shirts, may be supplied with the approval of the FSC.

Force account commissary operations will supply items described in the Interagency Incident Business Management Handbook. Toiletries (toothpaste, shampoo, deodorant, etc.) will

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

be sold in the force account commissary items; however, some personal hygiene items may be issued, free of charge, in the Medical Units.

Compensation for Injury and Agency-Provided Medical Care

The Incident Agency's individual to contact for compensation and medical treatment issues is (*person's name*), located at (*location*). Work telephone is (###) ###-####. All required copies of injury compensation forms will be forwarded to this contact, as soon as possible, for disposition. The Incident Management Teams Comp/Claims Unit Leader ensures all original documents are forwarded to the employee's home unit.

All medical services, agency-provided medical care agreements, physicians, burn center, forms, etc., are included in the Emergency Incident Acquisition Plan that will be given to all Finance Sections. If the plan is not readily available, contact the assigned Buying Unit or Incident Agency's Acquisition Section for a copy of the information.

Information Systems Management

The Incident Agency will provide the requested computer needs available to them.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Although the computer system may be used in support of the incident, it remains under the control of the Incident Agency's Computer Specialist and Administrative Officer/Manager.

Following is a list of (*unit name*) computer personnel and their home telephone numbers. The Computer Specialist (*name*) should be contacted first.

<u>Name</u>	<u>Phone</u>	<u>Shift</u>
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Payments

The Incident Business Advisor, and/or FSC, and Incident Agency's Budget/Fiscal Officer will advise the Agency Administrator or Administrative Officer/Manager of the need for an Administrative Payment Team (APT). Normally, the APT will be ordered for incidents expected to exceed 2 weeks in duration and the Incident Agency unit cannot provide payment support. The APT should not be ordered if the Incident Agency can support the incident in processing payments to vendors in a timely manner utilizing regular payment procedures.

Prior to processing any payments, the APT will meet with the Incident Agency's Budget/Fiscal staff to ensure procedures are in place to avoid duplicate payments.

Depending on the length of the incident and size of vendor's operations, partial payments may be made on a case-by-case basis. All payment documents should be submitted as they are closed out for processing.

Incident Agency Payments

A representative from the Budget/Fiscal Section and Acquisition will visit all assigned Finance Sections to ensure accuracy of payment processes. If available, this employee may actually work in the Finance Section as time permits.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Invoices are to be forwarded to Budget/Fiscal or Acquisition, as soon as completed, to ensure timely payment to vendors and contractors. Invoices submitted at closeout of the incident are to be hand-delivered to the Budget/Fiscal Section by a Finance Section employee who will be able to discuss incomplete payments or those requiring additional clarification.

AD-5 Rates

AD-5 rates will be determined on the basis contained in the Interagency Incident Business Management Handbook and pre-established rates in the Geographic Area AD-5 supplement to Chapter 10.

Any deviations from these established rates will be rare, and Incident Commanders may be delegated the authority for establishing new rates. The Incident Business Advisor also has the authority.

End of Pay Period Time & Attendance Reports

All assigned Finance Sections will contact the Incident Business Advisor to determine the most efficient and effective means for processing/communicating pay information at the end of each pay period.

Law Enforcement

All criminal investigations will be conducted by the assigned criminal investigators and law enforcement officers, and will be supervised by the Agency Law Enforcement Coordinator (*name*).

Other investigations (claims, motor vehicle accidents, etc.) will be done by law enforcement or finance personnel assigned to the incident. Also, other law enforcement work (security, traffic control, etc.) will be assigned to the incident.

INCIDENT BUSINESS OPERATING GUIDELINES - CONTINUED

Closeout

The final Incident Finance Package will meet the standards outlined in Chapter 40 of the Interagency Incident Business Management Handbook. The _____ (unit) also requires the following:

1. xxxxx
2. xxxxx
3. xxxxx

The Incident Business Advisor and Administrative Officer/Manager will participate in the exit interview of each assigned Incident Management Team. If time permits, the Incident Business Advisor and Administrative Officer/Manager will provide a verbal assessment of (1) commendable performance, (2) things that went well, and (3) things needing improvement.

LAND USE AGREEMENT CHECKLIST

LAND USE AGREEMENTS

CHECKLISTS

AND

GENERAL GUIDANCE

LAND USE AGREEMENT CHECKLIST - CONTINUED

**SCHOOLS, FAIRGROUNDS OR OTHER RELATED FACILITY
CHECKLIST**

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished supplies.
- Phones
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- AC/Heater operational or available
- Sprinkler System
- Reduce / increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled / concurrent uses of the facilities by owner
- Parking
- Athletic Fields

LAND USE AGREEMENT CHECKLIST - CONTINUED

DIPPING SITES/PONDS
CHECKLIST

- Impact – amount of drawdown, site disturbance, etc
- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

LAND USE AGREEMENT CHECKLIST - CONTINUED

**IC CAMP/HELIBASE
CHECKLIST**

- Access – roads, gates
- Noxious Weeds
- Fences / cattleguards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc)

LAND USE AGREEMENT CHECKLIST - CONTINUED

**AIRPORTS
CHECKLIST**

- Facilities Usage (except for federally funded runways, towers)
 - Check other FAA restrictions
- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Base
- Hours of Operation
- Access
- Check with Air Ops for further concerns

LAND USE AGREEMENT CHECKLIST - CONTINUED

SITUATIONS NOT REQUIRING A LAND USE AGREEMENT

- Federal Government land/facilities run by concessionaire
- Land/Facilities of other Federal agencies (would fall under Economy Act agreements)
- Land/Facilities of state and local governments (usually cooperative agreement)
- Non Wildland fire incidents, i.e. FEMA.
- Direct fire suppression activity (fire line construction, back-burn, access to fire)
- Federally funded runways and towers (county/state/local)

LAND/FACILITY RESTORATION CONSIDERATIONS
(Items for COs to consider – not all items apply to every agreement)

- Loss of crop/pasture – how many seasons
- Re-seeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

LAND USE AGREEMENT CHECKLIST - CONTINUED

CONSIDERATIONS FOR DETERMINING RATE

- BEFORE NEGOTIATING RATE:
 - Determine ownership of land / facilities
 - Confirm owner's agent if applicable
 - Resources available to confirm ownership
 - City or County Tax Assessor's Office
 - Courthouse

- Private Campgrounds – what are average receipts / revenues for similar time period

- Historical record of rates for use in local area – local rangers may be good source

- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities

- Fairgrounds – were there any events cancelled or rescheduled to make them available?

- Cost of relocating and feeding of stock

- Are there vacant facilities held by other agencies that may be available?

- Consider a not to exceed rate commensurate with property value

- Sources of market research:
 - banks
 - real estate offices
 - local employees
 - local assessor offices
 - local agency lands offices
 - newspapers
 - feed store bulletin boards
 - documentation at local offices from previous incidents

LAND USE AGREEMENT FORM

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)		Page _____ of _____ AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER _____	
OWNER (name, address, phone number-include daytime/eo/fax)		EFFECTIVE DATES a. beginning _____ b. ending _____	INCIDENT NAME: _____ INCIDENT NUMBER: _____ RESOURCE ORDER NUMBER: _____
DUNS: _____ EIN/SSN: _____ PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or			
TYPE OF CONTRACTOR (*X* APPROPRIATE BOXES) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN			

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as:

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

County: _____ State: _____ Township: _____ Range: _____ Section: _____

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each Month that the land/facilities are used, the Government will pay the rate of \$ _____ per Month, or provide consideration as follows: _____. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

- The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES
 JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS
 The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____
 The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

LAND USE AGREEMENT FORM - CONTINUED

Page ____ of ____
Agreement No. _____

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary conduits, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

CHECKLIST: See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

ADDITIONAL CLAUSES:

INSERT CCR CLAUSE, and Permits and Responsibilities Clause

Convict Labor (FAR 52.232-2) (June 2002)

Extras (FAR 52.232-11)(APR 1984)

Disputes (FAR 52.232-1)(DEC 1996) ALT 1 (JULY 2002)

Termination for Convenience of the Government (Services)(Short Form (FAR 52.245-4)(APR 1984)

Termination for Default (Fixed-Price Supply and Service)(FAR 52.245-3)(APR 1984)

Payments (FAR 52.232-1)(APR 1984)

Interest (FAR 52.232-17)(June 1986)

Prompt Payment (FAR 52.232-28)(FEB 2002)

Changes—Fixed Price (FAR 52.243-1)(AUG 1981)ALT (APR 1984)

Loss, Damage or Destruction. The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE	DATE	CONTRACTING OFFICER'S SIGNATURE	DATE
PRINT NAME AND TITLE		PRINT NAME AND TITLE	
PHONE NUMBER (if different from Owner's)		PHONE NUMBER	

LAND USE AGREEMENT FORM - CONTINUED

Page _____ of _____
Agreement No: _____
PRE-USE INSPECTION: Description of photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE: _____ DATE: _____ CONTRACTING OFFICER'S SIGNATURE: _____ DATE: _____
PRINT NAME AND TITLE: _____ PRINT NAME AND TITLE: _____
POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

TOTAL AMOUNT DUE \$ _____
RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.
REMARKS:

OWNER / OWNER'S AGENT SIGNATURE: _____ DATE: _____ CONTRACTING OFFICER'S SIGNATURE: _____ DATE: _____
PRINT NAME AND TITLE: _____ PRINT NAME AND TITLE: _____

LENGTH OF ASSIGNMENT EXTENSION DOCUMENTATION

Tool Kit Addition

Documentation of Length of Assignment Extension Requirements

Documentation of any type of assignment extension should include the following:

- I. **Name and Position/Type of Resource:**
- II. **Length of Extension:**
- III. **Rationale for extension (mark all that apply)**
 - A. Life and Property threatened
 - B. Suppression objective are close to being met
 - C. Replacement resources are not available (unable to fill)
 - D. Military Assignment
 - E. Other:

- IV. **A. Single Resource Recommendation**
 - Resource name, title and signature: _____
 - Section Chief name, title and signature: _____

OR

 - B. Incident Management Team/Area Command Recommendation**
 - Operations Section Chief: _____
 - Planning Section Chief: _____
 - Finance Section Chief: _____
 - Logistics Section Chief: _____
- V. **Approval**
 - _____
Incident/Area Commander signature
 - _____
Date

