

AGREEMENT FOR CALIFORNIA CONSERVATION CORPS
ASSISTANCE TO THE FEDERAL FIRE AGENCIES

Between

USDI Bureau of Land Management, California State Office, Interior Regions 8 and 10
USDI National Park Service, Interior Regions 8, 9, 10, and 12
USDA Forest Service, Pacific Southwest Region

This Agreement made and entered into on the last date signed by and between the California Conservation Corps, hereinafter referred to as CCC; the USDI Bureau of Land Management (BLM), California State Office, Interior Regions 8 and 10; the USDI National Park Service (NPS), Interior Regions 8, 9, 10, and 12; and USDA Forest Service (USFS), Pacific Southwest Region, hereinafter collectively referred to as the Federal Fire Agencies. Entered under the provisions of the Reciprocal Fire Protection Act, 42 USC 1856 and 1856a, the Disaster Relief Act of 1974, PL 93-288, as amended, and The Federal Land Policy and Management Act of 1996, (PL 94-579, Sec. 307(b)).

I. PURPOSE:

The intent of this Agreement is to establish a partnership between the Federal Fire Agencies and the CCC, recognizing the importance of training, interagency cooperation, crew cohesion, job outreach, and recruitment information sharing. This Agreement provides for the utilization of the California Conservation Corps (CCC) for emergency projects occasioned by natural disasters, fire suppression and rescue of lost and/or injured persons and any other incident related activity for the protection of public lands.

II. GENERAL PROVISIONS:

1. The CCC agrees to provide the following services:
 - a. Dispatch and provide incident support crews, Type II Fire Crews and/or staff for overhead assignments for use on emergency incidents as requested.
 - b. Type II Fire crews will be at a minimum 14 and a maximum of 18 qualified Firefighters Type II (internal certification of the supplied crews at the NWCG Firefighter Type II level); this includes annual fire refresher training. In the event resources are scarce, there may be some flexibility to provide a minimum of 8 Firefighters Type II.
 - c. Provide an Agency Representative when 2 or more CCC crews are requested on a single incident.
 - d. Provide incident support crews that will consist of a minimum of ten (10) Corps members.
 - e. Equip and provide all specialized equipment, safety clothing and personal protective equipment (PPE) for Type II Fire Crews that meet current CalOSHA or equivalent NFPA standards as required for wildland firefighting.
 - f. Provide a minimum of 2 programmable hand-help radios needed for adequate fire crew communication; federal agencies may provide radios at their discretion.
 - g. Provide transportation for supplied crews which may include Federal employees during incident mobilizations. Federal employees may NOT operate CCC vehicles unless an emergency requires them to do so.
 - h. Ensure all firefighters meet CCC training requirements for the use of power saws and hand tools.

- i. Ensure all firefighters meet the physical fitness requirements and pass the pack test as required by the CCC.
 - j. Ensure one fire trained crew supervisor or CCC civil servant will accompany on each dispatch and will be the primary contact for all administrative and supervisory requirements for the CCC corps members.
 - k. CCC will status and identify fire and camp crew resources and overhead using the current resource ordering system.
 - l. CCC will provide labor and direct supervision, transportation, equipment, and tools needed for assignment to an emergency incident.
 - m. Prepare and submit Crew Time Reports (SF261/NFES 000891) to Incident Finance.
 - n. Provide State worker's compensation insurance coverage for all CCC personnel.
 - o. Provide 24 hour/7-day support for urgent issues or reviews.
2. The Federal Fire Agencies agree to the following:
- a. Request from the CCC Incident Support Crews, Type II Fire Crews, or appropriate overhead staff for emergency work through a Resource Order. Dispatch of CCC crews may be accomplished by local unit dispatch or by forwarding crew requests to North Operations in Redding or South Operations in Riverside. These requests must go through CCC's Emergency Services Unit in Sacramento.
 - b. Establish an outreach and recruitment period and will reach out to respective CCC Centers to establish a meeting that will provide potential applicants information regarding job opportunities.
 - c. Provide qualification development with field training opportunities for CCC staff and corps members.
 - d. Provide transportation during incident mobilizations as needed. CCC crewmembers may not operate federal agency vehicles unless an emergency requires them to do so.
 - e. Provide one qualified Crew Boss and three qualified Firefighter Type II employees for each dispatch if necessary to facilitate mobilization of the crew.
 - f. Provide Basic Wildland Firefighter Training annually for up to 45 CCC crewmembers if needed. If possible, CCC will provide a facility for this training.
 - g. Federal agencies will provide operational crew leadership for all incident assignments. Federal Agency employees will follow and implement nationally recognized and standard operational procedures while on assignment. This includes, but is not limited to shift briefings, LCES and field safety discussions.
 - h. Provide operational supervision, technical advice, guidance, and inspection, necessary for the proper completion of the work.
3. The Government is not obligated to place nor is the CCC obligated to accept an assignment under this Agreement, but if an assignment is placed and accepted, all the terms and conditions set forth will apply.
4. The primary location for assignments will be within California, however, incident resources may be authorized to travel outside of California under this agreement.

5. ENGLISH SPEAKING REQUIREMENT. Communications between CCC crew personnel and government incident personnel is mandatory for safe and effective performance. CCC's representative will be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on government-assigned frequencies will be in English.
6. The CCC will follow the driving regulations and work/rest guidelines listed in the Standards for Interagency Incident Business Management (SIIBM). The SIIBM can be found on the National Wildfire Coordinating Group's website: <https://www.nwcg.gov/publications/902>
7. Personnel must adhere to the work/rest guidelines (minimum 2:1 work to rest ratio within a 24-hour period).
8. Hours worked that exceed 16 hours in a 24-hour period must be approved in writing by the Incident Commander (IC) or Agency Administrator (AA).
9. Documentation of excess hours will include mitigation measures used to reduce fatigue, where options to mitigate can include:
 - a. Request to provide replacement personnel which must arrive at the incident fully rested; the Government will not pay transportation for replacement personnel.
 - b. Release resources after 14-day assignment or follow length of assignment extension guidelines as stated in the SIIBM.
 - c. CCC may choose to have their personnel remain at the incident base camp and not be placed on shift to allow proper rest; this R&R is compensated for 8-hours per resource per day.
 - d. The incident may request to extend the resource assignment to 21-days, in which case the CCC will require a 2nd R&R day after the 21 days. This R&R day will be taken at the resource's home unit.
10. If the Government provides a laundry service at the incident base camp, the CCC may utilize the service at no cost.
11. ACCOUNTABLE/DURABLE PROPERTY. Accountable and durable property may be loaned at the incident if approved by the Logistics Unit Leader, Finance Section Chief, or the Supply Unity Leader. If provided items are not returned, the replacement cost of the item(s) may be deducted from the OF-286. CCC property that is damaged at the incident, may be replaced, or reimbursed by the incident so long as it is determined by Comp/Claims as to have not been caused by negligence of the CCC.
12. The CCC is responsible for complying with all current Federal, State, and Local driving regulations.
13. FOOD, DRINK, & LODGING. CCC's are required to provide sufficient food and drink to support the crew while in travel status. In the event travel exceeds one day in which

remaining overnight (RON) is required, the Government will reimburse actual lodging and meal expenses (including applicable taxes) or the local per diem rate (at the current GSA Federal Travel Rates), whichever is less. Double occupancy is required for Corps members.

Reimbursement for meals and incidental expenses (M&IE) is based on per diem locality rates minus any Government provided meals. Upon arrival at the requested location, if meals are not available, the Agency will reimburse CCC for M&IE. Maximum allowable rates are referenced at www.gsa.gov.

In the event a Fire Crew is traveling with an Agency overhead, Agency personnel are authorized to purchase both meals and lodging for the CCC Fire Crew and no further reimbursement will be authorized.

14. CAMPSITE. When the Government cannot provide a campsite after the first shift worked, the Government will pay actual lodging expenses or the per diem locality rate published by the [General Services Administration \(GSA\)](#), whichever is less.
 - a. Double occupancy of hotel rooms is required for Corps members.
 - b. Lodging taxes are reimbursable as documented.
 - c. Lodging receipts and documentation by incident personnel that a campsite was not provided must be submitted as supporting documentation with payment documents.
15. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.
16. FIRST AID, MEDICAL COVERAGE AND EMERGENCY SITUATIONS. The CCC is financially responsible for CCC personnel medical expenses and coverage.

The Government may provide first aid at the incident at no charge to the CCC. Any other medical expenses incurred will the responsibility of the CCC.

If the CCC personnel become ill or are otherwise injured and incident transportation is not available, the Government may evacuate or transport the injured/ill person(s) to a medical facility/hospital utilizing a commercial source (i.e., ambulance or air transport such as life flight). Commercial transport costs will be the responsibility of the CCC.

17. INCIDENT BEHAVIOR. It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial. **HARASSMENT IN ANY FORM WILL NOT BE TOLERATED.**
18. DRUG & ALCOHOL PROTOCOL. The use, possession, solicitation for or sale of narcotics or other controlled substances on Government incidents is prohibited. Being impaired or under the influence of legal or illegal drugs or alcohol away from Government incidents, if such impairment or influence adversely affects work performance, the safety of the employee or of others, is prohibited.

19. NONDISCRIMINATION/ANTI-HARASSMENT. The U.S. Department of Interior (DOI) prohibits discrimination in all its programs and activities based on race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program.

CCC and all incident employees will abide by the "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Harassment in any form will NOT be tolerated.

The IC may release from an incident assignment any CCC personnel found to violate the rights to a safe work environment, free of harassment and/or discrimination. Misconduct must be documented with rationale for release of personnel violating this policy. The CCC will be responsible for returning CCC personnel to their home unit from the Incident Command Post (ICP) no later than 12-hours following decision of removal; an alternative time may be specified by a Government Official if deemed appropriate.

Transportation costs will be the responsibility of the CCC. If the CCC requests the Incident Management Team (IMT) to arrange transportation, costs will be deducted from the CCC's payment.

20. FIREARM/WEAPON PROHIBITION. The possession of firearms or other dangerous weapon (18 USC 930 [f][2]) are always prohibited while on Government Property and during performance of services, under this agreement unless directly related/used for the service provided.

21. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

22. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

23. TERMINATION. Either party shall have the right to terminate their participation under this agreement in whole, or in part, at any time before the date of expiration by providing 90 days written notice to the other party. If the agreement is terminated, the parties shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions.

24. ALTERNATE DISPUTE RESOLUTION (ADR). The parties agree to cooperate in good faith to resolve disputes informally. In the event of any issue(s) under this agreement that cannot be resolved, the parties can provide a written notice of dispute to their respective agency's next level for review and resolution. The written notice must include:
- a. An explanation of the reason for the dispute, including relevant facts; and
 - b. Citation to the relevant provision(s) of the agreement; and
 - c. Copies of supporting documents, if any; and
 - d. The desired outcome or remedy sought from the responding party.
25. WAIVER OF CLAIMS. Each party waives claims against every other party pursuant to the requirements of United States Code, title 42, section 1856a, subdivision (a).
26. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. No party is obligated to fund any changes not properly approved in advance.
27. INCORPORATION OF EXHIBITS AND AMENDED EXHIBITS. All exhibits to this agreement are incorporated. Amendments to the exhibits will be made by addendum and the addendum will be signed by each party. Amendments will be incorporated into the agreement as of the date of the last signature.
28. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for 5 years at which time it will expire, unless extended by an executed modification, signed, and dated by all properly authorized, signatory officials. If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension. No other changes shall be retroactively applied for this time extension.

IN WITNESS WHEREOF, the parties have executed this Agreement:

DIRECTOR OF ADMINISTRATION
CALIFORNIA CONSERVATION CORPS

DAWNE BORTOLAZZO

CALIFORNIA STATE DIRECTOR
USDI BUREAU OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE

KAREN E MOURITSEN

REGIONAL DIRECTOR
USDI NATIONAL PARK SERVICE
INTERIOR REGIONS 8, 9, 10 & 12

FRANK LANDS

REGIONAL FORESTER
USDA FOREST SERVICE
PACIFIC SOUTHWEST REGION

(for:) JENNIFER EBERLIEN

STATE INCIDENT BUSINESS LEAD
USDI BUREAU OF LAND MANAGEMENT
CALIFORNIA STATE OFFICE

VANESSA KOBILIS

CONTRACTING OFFICE
USDI NATIONAL PARK SERVICE
INTERIOR REGIONS 8, 9, 10 & 12

YVONNE MORALES

EXHIBIT A HOURLY RATES

Resources furnished under this agreement may be subjected to extreme environmental and/or strenuous operating conditions, which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the CCC agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resources.

Reimbursement rate for Corps members and Staff assigned to emergency incidents will be reimbursed as follows:

- Corps members assigned to non-fire suppression activities (Camp Support) will be reimbursed at \$30.00/hr. for all hours worked.
- Corps members on a Type II Fire Suppression assignment will be reimbursed at \$30.00/hr. for all hours worked.
- Crew supervisors (Conservationist I's) assigned to both suppression and non-suppression activities will be reimbursed at a flat rate of \$44.00/hr. for overtime hours only.
- CCC Agency representatives and/or red card single resources will be reimbursed \$54.00/hr. for overtime hours only.
- CCC Agency representatives and Crew Supervisors will be compensated for overtime per their Bargaining Unit 07 Contract provisions, which currently stipulates sixteen (16) hours per day. This includes the first day of travel to the incident. Only hours in excess of the employee's normal work shift (overtime hours) will be reimbursed by the incident.
- CCC Agency representatives and Crew supervisors will be compensated for actual overtime hours incurred on the last day of travel.
- Mileage to, during, and from the incident will be reimbursed at the current GSA Federal Travel Rate (FTR) at the time of the incident (currently \$0.625), and subject to change per GSA FTR.
- Return mileage is estimated based on mileage to the incident, mileage as calculated by mapping sites, or other commonly used methods of determining mileage. Meals and lodging required for return travel will be reimbursed at the Federal per diem rates applicable. Double occupancy will be required for all Corps members and the Lodging rate will be 1.5 times the established lodging rate applicable. No receipts will be required.
- Lodging required to mobilize to the incident will be actual amounts supported by a receipt and again, double occupancy will be required for all Corps members. Meals and incidentals do not require receipts.
- Meals and/or lodging cost incurred while assigned to an incident but not provided by the incident, will be reimbursed based on per diem locality rates.
- In determining a work versus a travel day, if a crew has arrived and begun work by 1600, it is considered a 'workday'. If a crew has not arrived and begun work by 1600, it is considered a 'travel day'.
- Any CCC specialized equipment ordered and used on an emergency incident will be charged at the standard Emergency Equipment Rental Agreement (EERA) Rates.

- The last day of travel from the incident will be compensated for actual work and travel hours.
- R&R days will be compensated upon completion of a 14-day and/or 21-day work assignment; R&R days are defined as 8 hours per day per Corps member and may be taken at the home unit upon release from the incident.

These rates are in effect as of the signature of this agreement/modification. Annually, they are subject to review and possible adjustment. However, if there is an increase in State of California minimum wage, the CCC reserves the right to request a corresponding rate increase.

EXHIBIT B
AUTHORIZED USERS & PAYMENT INFORMATION

- A. AUTHORIZED PERSONNEL TO PLACE ORDERS. Operations Section Chiefs, Finance Section Chiefs, Procurement Unit Leaders, Logistics Section Chiefs, Federal Fire or Battalion Chiefs, Warranted Buying Team Members, and Contracting Officers are authorized to place orders against this agreement. Orders must be placed using a support or incident code and in accordance with established ordering procedures as specified in National and Regional mobilization guides.
- B. SYSTEM FOR AWARD MANAGMENT (SAM). CCC will maintain current information at www.sam.gov which requires a minimum annual review and/or update to information after initial registration. Failure to ensure information is correct may result in delays of payment by the Federal Agencies.

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- C. METHOD OF PAYMENT. Payments made by the Federal Agencies under this agreement will be made by Electronic Funds Transfer (EFT).
- D. INVOICE PROCESSING. The Federal Agencies will reimburse the CCC based on the hourly rates provided in Exhibit A.

Crew Time Reports (CTR) (SF-261) will be used to record the operational period worked, which include breaks. The Government Representative must verify hours worked and any other authorized charges by signing the CTR. CTRs will remain in the Finance records and are not required to be submitted with the payment package.

The Finance Section will post the CTRs and generate the Emergency Equipment Use Invoice (OF-286). The Crew Supervisor and the Finance Section Chief (or authorized representative) will print their names on the invoice, sign, and date the invoice upon verification that the information contained is correct. The Finance Section will submit the invoice for payment to the jurisdictional payment office as listed in this exhibit, as well as to the CCC at fireinvoices@ccc.ca.gov.

Invoices should be paid within 30 days from date of CCC signature on Use Invoice (block 31, OF-286) or daily interest may accrue until payment is processed.

E. PAYMENT OFFICES.

Bureau of Land Management 2800 Cottage Way, Ste W1623 Sacramento, CA 95825 Vanessa Kobilis vkobilis@blm.gov 916-978-4446	Payment Office: BLM_CA_Fire_Payments@blm.gov OR Administrative Office for Payment (See block 9 of OF-286)
National Park Service Robert Rivelle robert_rivelle@nps.gov 707-498-1761	Send invoices for payment to: PWRO FireAdmin@nps.gov Do not mail to the Administrative Office for Payment on Block 9 of the OF-286.
US Forest Service Kris Armstrong kris.armstrong@usda.gov 661-342-7297	Payment Office: SM.FS.asc_eera@usda.gov

EXHIBIT C
INFORMATION REQUIRED WHEN PLACING ORDERS & DISPATCH PROCEDURES

- A. CCC has a centralized dispatch system for crews. All calls for crew assistance go directly to the Duty Officer. The Duty Officer will secure the closest available crew(s) for the assignment.
 - a. Contact CCC Duty Officer 24-hour contact number at 916-599-1415.
 - b. If no answer within 2 hours, call CCC Emergency Manager at 916-698-4685 (cell phone).
 - c. If no answer within 2 hours, call CCC Emergency and Environmental Programs Manager at 916-341-3103 (office) or 530-351-2394 (cell phone).
- B. When receiving a dispatch call, the CCC will confirm their availability and ability to meet specified timeframes.
- C. At the time of acceptance of the assignment a Resource Order (RO) will be given to the CCC via fax, email, or hard copy. The following information must be provided:
 - a. RO number.
 - b. Incident order number.
 - c. Fire code.
 - d. Name of incident.
 - e. Date and time to report to the incident.
 - f. Descriptive location of the designated site where the CCC will meet a Government Representative; a map if available will be provided.
 - g. Incident contact phone number.
- D. Prior to departing for the incident, the CCC will provide to dispatch:
 - a. The resource name and the appropriate staff contact information.
 - b. Estimated time of departure (ETD) and Estimated time of arrival (ETA) from point of dispatch.
- E. CCC will check in at the assignment at the time agreed upon when dispatched and furnish to the Finance Section:
 - a. One copy of the complete agreement.
 - b. RO.
 - c. Complete roster of Corps members.
 - d. Identify themselves as fire suppression crew or non-fire crew, when requested.

EXHIBIT D
VEHICLE & EQUIPMENT REQUIREMENTS

- A. The CCC will provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment.
- B. All transportation vehicles will be in sound mechanical condition with sufficient horsepower and mainframe configurations to ensure successful performance on roads and highways, or in terrain described in these specifications.
- C. All vehicles under this Agreement will be able to legally be driven on highways under their own power and be able to travel at a minimum of 50 miles per hour.
- D. Equipment used under this Agreement will be licensed and legally operable on all roads.
- E. An audible reverse warning device (back up alarm) should be equipped. If not equipped, then a human spotter trained in back up procedures will be utilized.
- F. When feasible, CCC will label all vehicles and trailers with an official CCC logo to be visibly located on the vehicle's driver and passenger side doors.
- G. PRE-USE INSPECTION. The Government reserves the right to conduct inspections at any time based on the safety standards of the Vehicle/Heavy Equipment Safety Inspection Checklist (OF-296) and at a minimum prior to incident use.

If the resource does not pass inspection at the incident or designated inspection station it is considered non-compliant.

- a. The CCC may be given 24-hours or other designated timeframe provided by the Government representative to bring the resource into compliance.
- b. The resource may be removed from the resource list until such time that the resource is brought into compliance and re-inspected.
- c. Repeated failures at the pre-use incident inspection may be grounds for cancellation of the Agreement.

The Government reserves the right to reject resources that are not in safe and operable condition.

- H. INSPECTION REPORTS. Original incident inspection reports and related documentation will remain with the fire documentation on the Host Unit. Duplicate incident inspection reports regardless of compliance/non-compliance will be given to the CCC.
- I. REPAIRS. Repairs will be made and paid for by the CCC. The Government may elect to make such repairs when necessary to keep the resource operating.

The cost of such repairs will be \$90.00 per hour plus parts and will be deducted from payment to the CCC.

- J. TIRES. Tires will have loading rates in accordance with the vehicle Gross Vehicle Weight Ratings (GVWR).

All tires on the equipment, including the spare tire, if required, will have sound sidewalls, body, and tire tread depth of a minimum of 2/32 inch for drive axle and 4/32 inch for steering axle. All-wheel and 4x4 vehicles should have all season or mud and snow tires.

- K. FUEL. CCC crews are allowed the use of the incident provided fuel tender when available. Crew staff may use their agency provided credit cards to purchase gas or the fuel tender may furnish fuel to the CCC vehicles and/or equipment. The cost of such supply by the fuel tender will be documented and deducted from the payment to CCC on the OF-286, Emergency Equipment Use Invoice.

- L. NOXIOUS WEEDS. The resource will arrive at the incident or designated inspection point washed and free of noxious weed seeds.

The Government will normally provide cleaning facilities for noxious weed seeds, but if the Government requires the use of commercial facilities, the Government will reimburse the CCC for these costs based on written receipts.