



FS Agreement No. 16-PA-11052012-106

Cooperator Agreement No. 16-5305-906R

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT # 16-PA-11052009-035
BETWEEN
CALIFORNIA CONSERVATION CORPS
AND THE
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the California Conservation Corps, hereinafter referred to as "CCC," and the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Participating Agreement #16-PA-11052009-035.

Title: Emergency Work

I. GENERAL PROJECT DESCRIPTION

This Supplemental Project Agreement (SPA) provides for the utilization of the California Conservation Corps (CCC) for emergency projects occasioned by natural disasters, fire prevention and suppression, rescue of lost and/or injured persons and any other incident related activity for the protection of public lands.

The process for utilizing the CCC for emergency work is separate from the process for scheduled natural resource project work. **This SPA is for emergency work only.**

In consideration of the above premises, the parties agree as follows:

II. RESPONSIBILITIES:

A. The CCC shall:

1. CCC will status and identify crew resources using the Resource Ordering Status System (ROSS).
2. CCC will provide labor and direct supervision, transportation, equipment and tools needed for assignment to an emergency incident.
3. Prepare and submit upon completion of assignment, invoices on appropriate CCC forms with the Forest Service Crew Time Reports (standard form 261) attached as supporting documentation. Send invoices to the ASC Incident Finance Cooperative Agreements Group.



B. The U.S. Forest Service shall:

1. Request the services of CCC for emergency work through a Resource Order. Dispatch of CCC crews may be accomplished by local forest dispatch or by forwarding crew requests to North Operations in Redding or South Operations in Riverside. These requests would go through CCC's Emergency Services Unit in Sacramento.
2. Provide such operational supervision, technical advice, guidance and inspection, as it considers necessary for the proper completion of the work.
3. **PAYMENT/REIMBURSEMENT**. The U.S. Forest Service shall reimburse the CCC for the U.S. Forest Service's share of actual expenses incurred, based on the hourly rates provided in Exhibit A. The U.S. Forest Service shall make payment upon receipt of the CCC's invoice. The CCC's match towards the incident work is based on the hourly Corps member rates and is detailed in Exhibit B. This match will be consistently applied for all incidents, and will not be broken out on each invoice. CCC will provide an annual report to the Forest Service Program Manager (See III.A) a summary of all wages and match covering emergency work.

Each invoice must include, at a minimum:

1. The CCC's name, address, and telephone number.
2. U.S. Forest Service agreement number: **16-PA-11052012-106**
3. Resource Order Number
4. Invoice date.
5. Performance dates of the work completed (start & end).
6. Total invoice amount for the billing period
7. Crew Time Reports (Standard Form 261)
8. Invoice Number, if applicable.

Instructions from the Incident Finance - Cooperative Agreement Payments: U.S. Forest Service Units must approve invoices prior to submission to the Albuquerque Service Center, expediting the payment process. The U.S. Forest Service will submit the original approved invoice to the ASC Incident Finance Cooperative Agreements Group. If any invoice is received by the Cooperative Agreement Group without U.S. Forest Service approval, it will be forwarded to the appropriate field office for review and approval. All signatures must be original.

The invoice shall be forwarded to:

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109



Send a copy to: Robyn Woods
26820 Silver Drive
Pioneer, CA 95666
or
Email: robynwoods@fs.fed.us

C. It is Mutually agreed between both parties that:

1. Where feasible and mutually beneficial to both agencies, collaborate on the development of Fire Crews, internships or additional trainings that may enhance available resources or emergency response.
2. As per Master Agreement, Section V, (C), Reimbursement rates will be reviewed and/or updated annually. Reimbursement for Corps members and staff will include, but are not limited to the following:
 - a. Corps member hours will be reimbursed for all hours worked.
 - b. Crew Supervisors (Conservationist I) will be reimbursed at a flat hourly rate for overtime hours only.
 - c. CCC Agency Representatives or other red card single resources will be reimbursed at a flat hourly rate for all overtime hours worked.
 - d. Travel costs shall be reimbursed as outlined in Exhibit A for all CCC vehicles.
 - e. Any direct costs paid by CCC, approved by the U.S. Forest Service incident team, will be included on the invoice with copies attached.
3. Rest and Relaxation (R&R) is required for the safety of crews and staff while serving on emergencies for extended periods. Crews and staff on an R&R day will be reimbursed for their regular scheduled shift hours for that day and shall be given as follows:
 - a. Any crews or staff who has worked fourteen (14) consecutive days on an incident(s) will be given a paid R&R day. If the crew or staff assignment goes beyond 14 days, the R&R day may be taken at the incident and the CCC Crew or staff could then work an additional seven (7) days for up to twenty-one (21) consecutive days.
 - b. If the crews or staff are demobed from the incident at or after the fourteen (14) days then the paid R&R day may be taken at their home base.
 - c. The R&R day(s) must be documented on the Crew Time Report (standard form 261) and included in the invoice.



4. The ordering of an Agency Representative shall be requested by CCC to the U.S. Forest Service for emergency incidents where span of control is needed for CCC crews.
5. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

III. CONTACTS & TIME LIMITS:

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Amy Cameron 1719 24 th Street Sacramento, CA 95816 Telephone: (916) 341-3223 Email: Amy.Cameron@ccc.ca.gov	Melinda Allen 1719 24 th Street Sacramento, CA 95816 Telephone: (916) 341-3160 Cell: (916) 759-5804 Email: Melinda.Allen@ccc.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Marva Willey Regional Fuels Program Coordinator U.S. Forest Service Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8981 FAX: 707-562-9048 Email: mwilley@fs.fed.us	Robyn Woods Incident Business Management Specialist U.S. Forest Service Pacific Southwest Region 26820 Silver Drive Pioneer, CA 95666 Telephone: 530-206-6918 Email: robynwoods@fs.fed.us



	U.S. Forest Service Grants & Agreements Contact
	Geraldine C. Bordash (Gerri) Grants Management Specialist U.S. Forest Service Pacific Southwest Region 1323 Club Drive Vallejo, CA 94592-1110 Telephone: 707-562-8782 FAX: 707-562-9144 Email: gbordash@fs.fed.us

- B. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of the last signature and is effective through 11/12/2020 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** CCC shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.



IV. APPROVAL

A. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.


DAWNE BORTOLAZZO, Administrative Chief
California Conservation Corps

4/12/16
Date


SHAWNA LEGARZA, Director
Fire and Aviation Management
U.S. Forest Service, Pacific Southwest Region

4/15/16
Date

The authority and format of this agreement have been reviewed and approved for signature.


GERALDINE C. BORDASH
U.S. Forest Service, Grants Management Specialist

04/08/2016
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**EXHIBIT A
FINANCIAL PLAN
HOURLY RATES**

Reimbursement rate for Corpsmembers and Staff assigned to emergency incidents will be as follows:

- Corpsmembers assigned to non-fire suppression activities will be reimbursed at **\$20.00/hr.** for all regular time hours and **\$15.50/hr.** for overtime hours.
 - Corpsmembers on a Type II fire suppression assignment will be reimbursed at **\$24.00/hr.** for all regular time hours and **\$15.50/hr.** for overtime hours.
 - Crew Supervisors (Conservationist 1) assigned to both non-fire suppression (Camp Support) and Type II fire suppression assignments will be reimbursed at a flat rate of **\$36.00/hr.** for only overtime hours only.
 - CCC Agency Representatives and/or red card single resources will be reimbursed **\$45.00/hr.** for all overtime hours worked.
 - All mileage on the emergency incident will be reimbursed at the rate of:

Sedans	\$0.56 per mile
Vans	\$0.84 per mile
SUV	\$0.78 per mile
Pickup	\$0.92 per mile
CCV	\$1.50 per mile
- Any CCC specialized equipment used on emergency incidents will be charged at the standard Emergency Equipment Rental Agreement Rates (EERA).
- These rates are effective as of signature of this agreement. Annually, they are subject to review and possible adjustment. However, if there is an increase in the Minimum Wage, the CCC reserves the right to request a corresponding rate increase.

Attachment B

CALIFORNIA CONSERVATION CORPS
 Corpsmember Reimbursement and Overtime Rate
 Fiscal Year 2015-16
 Rate for Non-Suppression & Type II Added 2/10/16

	100% of Annual Costs		Reimbursement Bill Rate	Reimbursement Bill Rate (Type II)	Overtime Bill Rate Regular, Non-Suppression, or Type II
	Annual	Hourly / Adj Hourly			
I. CORPSMEMBERS					
A. Salaries @ 1,845 hrs (1,922 x 95%)	\$	9.50 per hour			
B. Benefits					
Health Care Premium @ 12 mos	\$	140.00 per month			
Workers Compensation @ 1 year	\$	2,000.00 per year			
Total Corpsmember Salaries & Benefits					
Hourly Rate / 1,845 hours	\$21,209	\$11.50	\$8.26	\$24.00	\$16.50
Billable Rate					\$14.25
II. CORPSMEMBER CREWLEADER					
A. Salaries @ 1,845 hrs (1,922 x 95%)	\$	10.00 per hour			
B. Benefits					
Health Care Premium @ 12 mos	\$	140.00 per month			
Workers Compensation @ 1 year	\$	2,000.00 per year			
Total Crewleader Salaries & Benefits					
Hourly Rate / 1,845 hours	\$22,131	\$12.00	\$0.62		\$1.25
Adjusted Hourly Rate (per CM, based on 14 CM/crew)					
Billable Rate					
III. CONSERVATIONIST I					
A. Salaries (max range, @ 12 mos)	\$	4,272 per month			
B. Benefits @ 43% of salaries	\$51,264				
Total Conservationist I Salaries & Benefits	\$73,308				
Hourly Rate / 2,080 hours		\$35.24	\$1.69		
Adjusted Hourly Rate (per CM, based on 14 CM+1 CM CL/crew)					
Billable Rate					
IV. TOTAL CORPSMEMBER HOURLY RATE					
			\$10.67		\$16.50
V. DIRECT PROGRAM OVERHEAD					
			\$8.19		
VI. ADMINISTRATIVE OVERHEAD					
			\$3.24		
TOTAL CORPSMEMBER HOURLY RATE					
			\$20.00		\$16.50

Notes:
 CM hourly rate includes minimum wage increase to \$10/hr eff 1/1/16; rate above is annualized.