FS Agreement No. 11-PA-11052009-314
Cooperator Agreement No. 11-5305-910R

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT # 11-PA-11052009-313
BETWEEN
THE
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 #11-PA-11052009-313.

I. GENERAL PROJECT DESCRIPTION

This Supplemental Project Agreement (SPA) provides for the utilization of the 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. Each invoice from the CCC shall display the total project costs for the incident. The CCC's match towards the incident work is based on hourly Corpsmember 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. CCC's name, address, and telephone number
   2. This Supplemental Project Agreement number, **11-PA-11052009-314**
   3. Resource Order number
   4. Invoice date
   4. Performance dates of the work completed (start & end)
   5. Total invoice amount for the billing period
   6. Invoice Number, if applicable
   7. An approval signature by the Forest Service ordering official

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

   USDA Forest Service
   Albuquerque Service Center
   Incident Finance – Cooperative Agreements
   101B Sun Ave NE
   Albuquerque, NM 87109

3. 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 cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

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 for emergency response.

2. As per Master Agreement, Section V, (B), Reimbursement rates will be reviewed and/or updated annually. Reimbursement for Corpsmembers and staff will include, but are not limited to the following:

   a. Corpsmember 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 Forest Service incident team, will be included on the invoice with copies attached.

3. R & R is required for the safety of crews and staff while serving on emergencies for extended periods. All crews and staff on R & R shall be reimbursed at eight (8) hours and shall be given as follows:

   a. Any CCC crew or staff who has worked 14 consecutive days on an incident will be given a paid R&R day. If the crew or staff assignment goes beyond 14 days then the R&R day will be taken at the incident. After taking an R&R day, CCC crews or staff could work an additional 7 days for up to 21 consecutive days on incident. If the crew or staff are demobed from the incident at or after the 14 days then the paid R&R day can be taken back at their home base. The R&R day must be documented on the Crew Time Report (standard form 261)

4. The ordering of an Agency Representative shall be requested by CCC to the U.S.F.S for emergency incidents where span of control is needed for CCC crews.

III. CONTACTS & TIME LIMITS:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: John Martinez Address: 1719 24th Street City, State, Zip: Sacramento, CA 95816 Telephone: (916) 341-3103 Email: John.Martinez@ccc.ca.gov	Name: Melinda Allen Address: 1719 24th Street City, State, Zip: Sacramento, CA 95816 Telephone: (916)341-3160 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
Sheri Elliott 1323 Club Drive Vallejo, CA 94592 Telephone: (707) 562-8835 Email: selliott@fs.fed.us	Lynne Sholty 1323 Club Drive Vallejo, CA 94592 Telephone: 406-329-3843 FAX: 406-329-3876 Email: lsholty@fs.fed.us

B. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through April 1, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

C. 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

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 instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

4/6/11

ERIN HEALY, ~~Chief of Administrative Services~~ Program AND OPERATIONS Date
California Conservation Corps

4/8/2011

JOSEPH C. MILLAR, Director Fire & Aviation Management Date
U.S. Forest Service, Pacific Southwest Region

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

4/5/11

LYNNE SHOLTY Date
U.S. Forest Service Grants & Agreements Specialist

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
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 **$18.77**/hr for all regular time hours and $14.00/hr for overtime hours.

- Corpsmembers on a Type II fire suppression assignment will be reimbursed at **$20.00**/hr for all regular time hours and $14.00/hr for overtime hours.

- Crew Supervisors (Conservationist 1) will be reimbursed at **$32.00**/hr for only overtime hours worked when assigned to non-fire suppression assignment, i.e. camp support.

- Crew Supervisors (Conservationist 1) will be reimbursed at **$35.00**/hr for only overtime hours worked when on a Type II fire suppression assignment, i.e. line assignment.

- CCC Agency Representatives and/or red card single resources will be reimbursed **$40.00**/hr for all overtime hours worked.

- All mileage on the emergency incident will be reimbursed at the rate of:

Sedans	$0.58 per mile	Pickup (6 pack)	$0.92 per mile
Vans	$0.84 per mile	Pickup (1/2 ton)	$0.67 per mile
SUV	$0.79 per mile	CCV	$3.60 per mile
Pickup (1 ton)	$0.90per 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 on 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.

EXHIBIT B
CCC HOURLY REIMBURSEMENT RATE, MATCH DISPLAYED

CALIFORNIA CONSERVATION CORPS
Corpsmember Reimbursement Rate
Fiscal Year 2011/12

			Reimbursement Rate			Flat Overtime Rates		
	100% of Costs		Regular		Type II	Non-Suppression		Type II
I. CORPSMEMBERS				$18.77	$20.00		$14.00	$14.00
A. Salaries $ 8.00 P/HR	$15,552		$15,552				$ 12.00	
B. Benefits								
Health Care Premium	$1,260		$1,260					
Workers Compensation	$2,013		$2,013					
Employee Assistance Program	$14		$14					
	$3,287		$3,287				$ 0.93	
Total Corpsmember Salaries & Benefits	$18,839	$9.69	$18,839	$9.69			$ 12.93	
Annual Hours Per CM	1,944		1944					
II. CORPSMEMBER CREWLEADER								
A. Salaries $ 8.50 P/HR	$16,524		$16,524			$ 12.75		
B. Benefits								
Health Care Premium (@ $146/month)	$1,260		$1,260					
Workers Compensation	$2,013		$2,013					
Employee Assistance Program	$16		$16					
	$3,289		$3,289			$ 0.99		
Total Crew leader Salaries & Benefits	$19,813		$19,813			$ 13.74		
Annual Hours	1,944		1,944					
Prorated over 14 Corpsmembers		$0.73		$0.73			$ 0.98	
III. CONSERVATIONIST I							$32.00	$35.00
A. Salaries $ 4,027 per/month	$48,324		$48,324					
B. Benefits 0.41	$19,813		$19,813					
Total Conservationist 1 Salaries & Benefits	$68,137		$68,137					
Annual Hours	1,944		1,944					
Prorated over 15 Corpsmembers		$2.34		$2.34				
IV. TOTAL CORPSMEMBER HOURLY RATE		$12.76		$12.76				
V. DIRECT PROGRAM OVERHEAD		$8.37		$4.62				
VI ADMIN/PROGRAM DEV PROGRAM OVERHEAD		$4.64		$2.66				
TOTAL CORPSMEMBER RATE - FULL COST RECOVERY		$25.77		$20.04				
VII CM MAINTENANCE REIMBURSEMENT 1980000		$0.00		-$1.26				
TOTAL CORPSMEMBER REIMBURSEMENT RATE		$25.77		$18.77				
VIII AGENCY REPRESENTATIVE							$40.00	