

## INCIDENT SERVICE CREW AGREEMENT

### SIX RIVERS NATIONAL FOREST and THE NATIVES SERVICE CREW

#### I. Introduction

1. The instructions contained in this agreement, including any amendments, outline the procedures to be followed by The Natives Service Crew, hereafter called the Service Crew, an organized crew for Incident Base assistance for the U.S. Forest Service, Region 5, Six Rivers National Forest.
2. These instructions are based on the pay plan for emergency workers as stated in the Interagency Incident Business Management Handbook (FSH 5109.34-2010 / NWCG Handbook 2), and understood by the Service Crew Leader, and the Forest Supervisor of the Six Rivers National Forest.

#### II. Organization

1. The Service Crew is an experienced group of workers which can be employed to assist in the supply area (i.e. unloading supplies from Fire Cache, distribute supplies to incident personnel, receive supplies from incident personnel as they are released), and to fill other Incident Base positions in the kitchen or where ever needed at an Incident Base.
2. The Service Crew is ordered according to anticipated numbers of supply personnel needed, or the number of camp help needed. As a minimum, there will be one crew leader and five crew persons depending on the work to be performed. The Service Crew will be increased in proportion to the number of Incident Base positions required by the base size. Increases in crew size will be approved by the Forest Officer in charge of the Service Crew.
3. The following are position classifications for the assigned Administrative Determined (AD) rates:

ICS	POSITION TITLE	AD CLASS
	<b>LOGISTICS</b>	
CAMP	CAMP CREW MEMBER	A
THSP	CAMP CREW SQUAD BOSS	C
CACB	CAMP CREW BOSS	D

4. Members of the Service Crew will be paid at the AD rate for the job they are actually assigned. Initial AD signup may be changed if the situation arises on the Incident which requires a change in original assignment. Any changes will be based on actual Incident needs.

### **III. Pre-season Hire Paperwork**

1. In April the Forest Service will mail the Service Crew Leader the necessary paperwork needed for hire: 1) I-9 – Employment Eligibility Verification, W-4 – Employee's Withholding Allowance Certificate (Federal), DE-4 – Employee's Withholding Allowance Certificate (State), Standard Form 1199A – Direct Deposit Sign-Up Form, and PMS 934 – Single Resource Casual Hire Information Form.

2. In late April or early May (date to be agreed upon between Service Crew Leader and Forest Service) all Service Crew Members will meet (at an agreed upon location) to turn in their completed paperwork (forms listed above) and have their individual identification verified.

3. Service Crew Leader will be given a copy of each completed PMS 934 form for all crew members. Service Crew Leader will provide a copy of all completed PMS 934 forms to each Alternate Crew Leader. A copy of completed PMS 934 forms for all members of the crew will be given to the Finance Section upon arrival at the Incident.

### **IV. Recruitment and Signup**

1. When the Service Crew is needed, the Fortuna Interagency Command Center (FICC) will contact the Service Crew Leader, or Alternate Crew Leader. The Service Crew Leader or Alternate Crew Leader is responsible for calling the crew within 1/2 hour of notification. The crew will report to the location specified by FICC or representative.

2. The Service Crew Leader, or Alternate Crew Leader, will be compensated for the time necessary to call out the crew.

3. Emergency Firefighter Time Reports (OF 288) will be prepared by the Finance Section assigned to the Incident from a roster submitted by the Service Crew Leader, or Alternate Crew Leader. Compensation for Service Crew members will begin upon reporting to the location specified by the FICC or representative.

4. By June 1 the Service Crew Leader will provide to the Forest Service (Melrairie Johnson) a list of crew members, including social security numbers, for inclusion on a Travel Authorization for the upcoming fire season.

5. The Service Crew Leader will assure that each Service Crew member is in good health prior to each assignment. Any one with a skin infection or communicable disease will not be allowed to handle food or work in the kitchen area. Persons with health problems will not be signed up for the Service Crew.

## **V. Work Performance and Conduct**

1. The Service Crew Leader and/or Alternate Service Crew Leader(s) shall be responsible for having a copy of this agreement, including any amendments, in their possession when dispatched to an incident. They shall also be responsible for providing a copy of this agreement to the Time Unit Leader upon check in at the incident.
2. Every attempt will be made to meet the first 16 hours shift limitation and 12 hour shift limitation on subsequent shifts. If a shift will exceed these hours written approval by the Incident Commander will be required. Time will be posted on a Crew Time Report (SF 261) for transfer to an Emergency Firefighter Time Report. Approval of the Crew Time Report will be made by the Forest Officer in charge of the Crew.
3. The Crew Leader shall be responsible for maintaining satisfactory standards of employees competency, conduct, appearances and integrity, and shall be responsible for taking corrective action as is required. Employees shall not report to duty under the influence of alcohol or any drugs.
4. Compensation for any injury and the related costs will not be paid to any employee if injury was caused by employee's willful misconduct, intoxication, intent to bring about injury to self or others, or deviation from course of travel to conduct personal business.
5. Issues and/or concerns that may arise will be handled through the Supply Unit Leader/Facilities Unit Leader assigned to the Incident.

## **VI. Pay Rates & Travel Reimbursement**

1. The rate of pay will be the one currently listed in the AD Pay Plan for Emergency Workers (see Attachment A for current rates).
2. Federal and State taxes shall be withheld from salary payments. IRS Form W-2 shall be issued to the emergency worker at the end of the year in which reported wages are earned. State taxes shall be withheld for the State in which the emergency worker is hired, unless the emergency worker requests withholding for another State and submits the appropriate State forms.
3. To work under this plan requires a social security number for United States citizens or and Individual Taxpayer Identification Number for non-United States citizens.
4. Whenever deemed practical and necessary by the Forest Service, subsistence and lodging at Government expense will be provided. If the Government cannot provide subsistence for the crew, reimbursement for out-of-pocket expenses (meals and lodging) will be made through the Agency travel process as per diem, following current

Agency Travel Regulations. Each crew member will be required to submit their own claim for reimbursement.

5. Mileage compensation for use of personal vehicles for transportation of Service Crew Members to and from the Incident will be reimbursed at the applicable rate from the General Services Administration (GSA) vehicle mileage reimbursement rates (see Attachment A for current rates) and processed on the Emergency Firefighter Time Reports (OF-288).

## **VII. Other**

1. Any provisions of the Pay Plan for Emergency Workers will take precedent over the general instructions of the Service Crew.

2. Due to child labor laws, no person under the age of 18 will be employed.

3. The Immigration Reform and Control Act of 1986 (8 U.S.C. 1324A) requires employers to hire only individuals who are eligible to work in the United States. This law also requires that INS Form I-9 be completed.

4. The Pay Plan for Emergency Workers will be reviewed annually by the representative of the Service Crew and representatives of the Six Rivers National Forest.

5. Crewmembers will be compensated per Pay Plan for Emergency Workers for emergency incident training (i.e. defensive driving).

6. Immediately report any accidents or injuries to the Forest Officer in charge of the Service Crew.

7. Payments for time and travel reimbursement will be processed through normal channels.

8. The Service Crew shall comply with all Federal statues relating to nondiscrimination and apply applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972; as amended (20 U.S.C. 1681-1683, and 1685 –1686), which prohibits discrimination on the basis of sex.

9. Standard TB Test for kitchen workers (food handlers) are required once every two years. Certification of examination must be provided to the Six Rivers National Forest prior to this agreement being approved. And upon reexamination every two years for the life of this agreement (these tests are available at the County Health Department).

10. Crewmembers operating government vehicles (i.e. pickup truck, fork-lift) shall have a U.S. Government Motor Vehicle Operator's Identification Card (OF-346) issued by the Forest Service specific for the vehicle type being operated. Crewmembers issued an OF-346 must attend Defensive Driving training every three years. When operating a government vehicle individuals must have the following items with them at all times: 1) valid drivers license, 2) OF-346, 3) Defensive Driving Card, and 4) a copy of DMV record.

### VIII. Forest Service Required Clauses

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

#### Principal Cooperator Contacts:

<b>Crew Leader/Administrative Contact</b>	<b>Alternate #1 Contact</b>
Name: Carmen Moon Address: P.O. Box 848 City, State, Zip: Hoopa, CA 95546 Telephone: (530) 625-4786 Cell: (707) 499-0751 Email: neonnatives@yahoo.com	Name: Sylvia Carroll Address: P.O. Box 693 City, State, Zip: Willow Creek, CA 95573 Telephone: (530) 629-1616 Cell: (707) 499-7903

<b>Alternate #2 Contact</b>	<b>Alternate #3 Contact</b>
Name: Sherrie Marshall Address: P.O. Box 364 City, State, Zip: Hoopa, CA 95546 Telephone: (530) 629-3034 Cell: (707) 599-5683	Name: Richard D. Moon Address: P.O. Box 1443 City, State, Zip: Hoopa, CA 95546 Telephone: (530) 625-4377 Cell: (707) 598-4555

#### Principal U.S. Forest Service Contacts:

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Mike Minton Address: 1330 Bayshore Way City, State, Zip: Eureka, CA 95501 Telephone: (707) 441-3535 FAX: (707) 441-3591 Email: mminton@fs.fed.us	Name: Melraine Johnson Address: 1330 Bayshore Way City, State, Zip: Eureka, CA 95501 Telephone: (707) 441-3622 FAX: (707) 441-3591 Email: melrainejohnson@fs.fed.us

<b>U.S. Forest Service Payment Contact</b>
Name: Melraine Johnson Address: 1330 Bayshore Way City, State, Zip: Eureka, CA 95501 Telephone: (707) 441-3622 FAX: (707) 441-3591 Email: melrainejohnson@fs.fed.us

2. **NON-LIABILITY**. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.
3. **NOTICES**. Any communications affecting the operations covered by this agreement given by The U.S. Forest Service or Service Crew are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the Service Crew, at the Service Crew's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

4. **PARTICIPATION IN SIMILAR ACTIVITIES**. This agreement in no way restricts the U.S. Forest Service or the Service Crew from participating in similar activities with other public or private agencies, organizations, and individuals.
5. **ENDORSEMENT**. Any of Service Crews' contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Service Crews' products or activities.
6. **NONBINDING AGREEMENT**. This agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this agreement. Nothing in this agreement authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperators availability of funds and other resources; agency and cooperator

administrative and legal requirements (including agency authorization by statute); etc. This agreement neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this agreement is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

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

8. FREEDOM OF INFORMATION ACT (FOIA). Public access to 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).

9. 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 while 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.

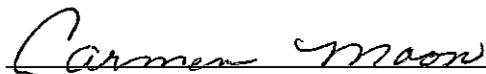
10. TERMINATION. Any of the parties, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration.

11. DEBARMENT AND SUSPENSION. The Service Crew shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Service Crew or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

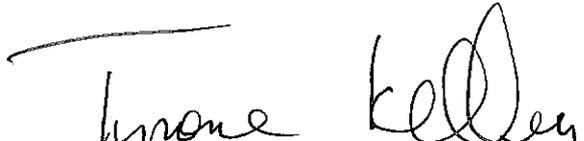
12. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

13. COMMENCEMENT/EXPIRATION DATE. This AGREEMENT is executed as of the date of the last signature and is effective through **April 30, 2013** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

14. 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.

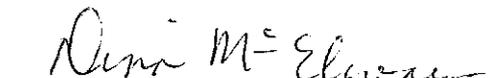
  
**CARMEN MOON**, Service Crew Leader  
Natives Service Crew

6-5-12  
Date

  
**TYRONE KELLEY**, Forest Supervisor  
Six Rivers National Forest

June 9, 2012  
Date

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

  
**DINA McELWAIN**  
U.S. Forest Service, Grants Management Specialist

5/28/2012  
Date

**ATTACHMENT A**

**Rates Paid Per Hour for Work Performed at Classification Levels AD-A – AD-D**

Effective Date: 04/02/2012

Expires: 03/31/2013

<b>Classification Level</b>	<b>Pay Rates (Per Hour) 50 States</b>
AD-A	\$14.20
AD-B	\$15.64
AD-C	\$17.40
AD-D	\$19.20

Excerpted from FSH 5109.34 – Interagency Incident Business Management Handbook Chapter 10 – Personnel 13.6 Exhibit 01

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**General Services Administration**

**Current Privately Owned Vehicle Reimbursement Rates**

<b>Modes of Transportation</b>	<b>Effective/Applicability Date</b>	<b>Rate per mile</b>
Airplane*	April 17, 2012	\$1.31
If use of privately owned automobile is authorized or if no Government owned automobile is available	April 17, 2012	\$0.555
If Government-owned automobile is available	April 17, 2012	\$0.23
Motorcycle	April 17, 2012	\$0.525

\* Airplane nautical miles (NMs) should be converted into statute miles (SMs) or regular miles when submitting a voucher using the formula (1 NM equals 1.15077945 SMs). You can also use the link to [BoatSafe.com](http://BoatSafe.com) (a non-government website) to assist you in converting NMs to SMs or SMs to NMs.