CALIFORNIA MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT (CFMA)

Supplemental Project Plan
(No. 9 July 2011)

MASTER PROJECT PLAN
CAL FIRE Fire Crews
Prescribed Fire and Fuel Management

Between

UNITED STATES DEPT. OF INTERIOR

BUREAU OF LAND MANAGEMENT (BLM)
CALIFORNIA STATE OFFICE

BUREAU OF INDIAN AFFAIRS (BIA)
PACIFIC REGION

UNITED STATES FISH AND WILDLIFE SERVICE (USFWS)
PACIFIC SOUTHWEST REGION

And

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
(CAL FIRE)

I. INTRODUCTION

Through the authorities of the CFMA, CAL FIRE and the BLM, BIA and USFWS (Federal Agencies) work cooperatively in wildland fire management and other national domestic incidents. This cooperative relationship improves the efficiency of these programs by facilitating the coordination and exchange of personnel, equipment, supplies, services and funds among the Agencies to the Agreement. The CFMA authorizes the cooperative use of agency resources for the purposes of performing prescribed fire or other fuels management related projects (Section 31).

This Supplemental Project Plan is to document the cooperation between the parties to utilize CAL FIRE Type I Fire Crews, otherwise known as inmate or ward crews of the Conservation Camp Program to perform prescribed fire or other fuels management work on Federal Systems land.

II. SCOPE AND DURATION

This Supplemental Project Plan will be in effect for the term of the CFMA. The scope of this supplemental project plan is outlined in under item IV. Project Description. Individual projects will be outlined on CAL FIRE form FC-32, Conservation Camp Program Project Request and Record as described below.

III. PRINCIPAL CONTACTS

CAL FIRE Program Contact	CAL FIRE Administrative Contact
Conservation Camp Program Manager PO Box 944246 Sacramento, CA 94244-2460 Telephone: (916) 651-9180 Email: Dan.Sendek@fire.ca.gov	Yolanda Rodriguez PO Box 944246 Sacramento, CA 94244-2460 Telephone: (916) 323-3827 Email: Yolanda Rodriguez@fire.ca.gov

BLM Program Manager Contact	BLM Administrative Contact
Denise Blankenship 2800 Cottage Way, Suite W-1623 Sacramento, CA 95825 (916) 978-4431 FAX: (916) 978-4438 Email: denise_blankenship@ca.blm.gov	Julia Lang 2800 Cottage Way, Suite W-1623 Sacramento, Ca 95825 (916) 978-4527 FAX: (916) 978-4444 Email: julia_lang@blm.gov

BIA Program Contact	BIA Administrative Contact
Ron Recker 2800 Cottage Way, W-2820 Sacramento, CA 95825 (916) 978-6065 FAX: (916) 978-6081 Email: ron.recker@bia.gov	Anjulie White 2800 Cottage Way, W-2820 Sacramento, CA 95825 (916) 978-6146 FAX: (916) 978-6081 Email: anjulie.white@bia.gov

USFWS Program Contact	USFWS Administrative Contact
Glenn Gibson 2800 Cottage Way, Room W-1834 Sacramento, CA 95825 Telephone: (916) 414-6508 FAX: (916) 414-6497 Email: glenn_gibson@fws.gov	Alice Garrett 911 N.E. 11th Avenue Portland, OR 97232 Telephone: (503) 231-2056 FAX: (503) 231-6259 Email: alice_garrett@fws.gov

IV. PROJECT DESCRIPTION

CAL FIRE

A. From proposed Federal Agency work projects, select those that can be satisfactorily accomplished by CAL FIRE Conservation Camp crews.

B. Furnish work crews as available from CAL FIRE Conservation Camps, adequately equipped and clothed to do normal forest improvement and conservation work. Inmates and wards shall be screened initially by the California Department of Corrections and Rehabilitation or the Division of Juvenile Justice for eligibility to participate in the Conservation Camp Program, and will be further screened by CAL FIRE during training and prior to assignment to Type I Fire Crews.

C. Provide all necessary medical attention for the crews.

D. Be responsible for housing, feeding, clothing, transportation and regular medical care of the crews and the operation of the conservation camp.

E. At all times have full jurisdiction over and be responsible for supervision, discipline and control of inmates assigned to projects under this Agreement, and provide the necessary custody personnel.

F. Orient Federal employees involved in project work under this agreement on the requirements of Title 15, California Code of Regulations, and/or the appropriate sections of the California Welfare and Institutions Code.

G. Take all reasonable precautions to avoid and diminish damage to property of the Federal Agencies that is made available for work crews. Repair or replacement of any property damaged as a result of the use of Federal Agency facilities (other than normal wear and tear) will be paid for by the State limited to the extent authorized by the laws of the State of California.

Federal Agencies

A. Submit project requests to CAL FIRE Division Chiefs on Conservation Camp Program Project Request and Record, CAL FIRE Form FC-32. Project requests shall include a detailed description of the work to be done, specifications, and project location. Only Federal Agency Line Officers and Regional Program Directors are authorized to approve Project Request and Record submissions (CAL FIRE Form FC-32) to Division Chiefs.

B. Reimburse the State for costs incurred as a result of project work. Cost determination will be based on information appearing on CAL FIRE Form FC-32 (Conservation Camp Program Project Request and Record) and FC-77 (Camp/Center Emergency Time Report) and CAL FIRE ARC report (Activity Reporting and Costs). Copies of these forms are available from local Conservation Camp Officials or from local CAL FIRE offices. Additional costs must be directly associated with the project and solely within the control of the Federal Agencies.

C. Provide all special tools, equipment, and material and supplies to crews, as well as, technical supervision and labor specifically required for project work to be performed that CAL FIRE has not already provided and as detailed on CAL FIRE Form FC 32. Ownership of non-expendable items provided for project work remains with the Federal Agencies.

D. Assign qualified and experienced Federal Agency Officers to provide the technical direction for State work supervisors on all programs undertaken within the terms of this agreement. These Federal Agency Officers shall provide technical direction for project work. In the event that the work crews do not produce the required amount of work, or to the Federal Agency standards, or do not work in a safe manner, the Federal Agency Officer shall advise the Division Chief.

E. Federal Agency personnel shall not mail or deliver letters for inmates or wards, or barter, gamble or furnish money alcohol, drugs, tobacco, cellular phones or tangible goods to an inmate or ward nor furnish any other item or substance prohibited by the California Code of Regulations, Penal Code, or other Statute, Law or Policy. While in the vicinity of inmate crews, Federal Agency peace officers shall remove and secure weapons unless on official law enforcement business. Specific requirements for work involving inmate/work crews may be found in a pamphlet available through CAL FIRE entitled: Working with California Inmate Fire Crews.

F. As may be agreed to in the individual project request, provide spike camp locations with facilities to house and feed the work crews.

V. REIMBURSEMENT

A. CAL FIRE shall bill the Federal Agencies at least quarterly for the costs agreed upon for project(s). Cost determination will be based on information appearing on CAL FIRE Form FC-32 (Conservation Camp Program Project Request and Record) and FC-77 (Camp/Center Emergency Time Report) and CAL FIRE ARC report (Activity Reporting and Costs). Copies of these forms are available from local Conservation Camp Officials or from local CAL FIRE offices.

Invoices must be forwarded to:

USDI, Bureau of Land Management
Branch of Fire and Aviation
2800 Cottage Way, Suite W-1623
Sacramento, CA 95825
FAX: 916-978-4438

USDI, Bureau of Indian Affairs
ATTN: Ron Recker
2800 Cottage Way, W-2820
Sacramento, CA 95825
FAX: 916 978-6081

USDI, United States Fish and Wildlife Service
ATTN: Glenn Gibson
2800 Cottage Way, Room W-1834
Sacramento, CA 95825
FAX: 916-4146497

Administrative fees shall be assessed in addition to the daily rate agreed to on CAL FIRE form FC32. The applicable administrative rate will be identified on the FC32

VI. OTHER TERMS AND CONDITIONS

A. Modifications within the scope of this Supplemental Project Plan shall be made by mutual consent of the parties by written amendment of this document.

B. This instrument in no way restricts the federal Agencies or the CAL FIRE from participating in similar activities with other public or private agencies, organizations, and individuals.

VII. 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.

Ken Pimlott — 6/21/11

KEN PIMLOTT, Acting Director — Date
State of California, Department of Forestry and Fire Protection

5/18/11

PAUL BANNISTER, Branch Chief, FAM
Bureau of Land Management, California State Office

Date

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

5/18/11

JULIA LANG, Contracting Officer
Bureau of Land Management, California State Office

Date

5-17-11

RPR AMY DUTSCHKE, Regional Director
Bureau of Indian Affairs, Pacific Regional Office

Date

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

6/9/11

JODI R. ZACHARY, Contracting Officer
Bureau of Indian Affairs, Pacific Regional Office

Date

6.7.2011

for REN LOHOEFENER, Regional Director
USDI, Fish and Wildlife Service, Pacific Southwest Region

Date

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

05.25.11

ALICE GARRETT, Contracting Officer
USDI, Fish and Wildlife Service, Southwest Region

Date