

**Cooperative Agreement  
between  
The United States Department of Interior  
National Park Service  
and  
The State of California  
Department of Forestry and Fire Protection**

This Agreement is entered into by and between the National Park Service (NPS), Pacific West Region, and the State of California, Department of Forestry and Fire Protection (CAL FIRE).

**ARTICLE I - BACKGROUND AND OBJECTIVES**

Pursuant to California Public Resources Code, Sections 4952 et seq., CAL FIRE operates Conservation Camps for the purposes of providing training and use of the inmates and wards assigned to conservation camps in the furtherance of public conservation while committed to the custody of the California Department of Corrections and Rehabilitation (CDCR) and wards committed to CDCR's, Division of Juvenile Justice.

The NPS is charged with the responsibility to conserve the scenery and the natural and historic objects and wildlife of the areas under its jurisdiction and to provide for the enjoyment of the same by the public in such manner as will leave the areas unimpaired for the enjoyment of future generations (16 U.S.C. 1).

CAL FIRE is desirous of lending its aid and support to the conservation and protection of federal lands within California.

Conservation activities performed by the Conservation Camps include fire management activities and CAL FIRE operates Conservation Camps in the vicinity of several NPS areas.

It is for the mutual benefit of CAL FIRE and the NPS to cooperate in a program of fire management activities, excluding fire suppression, by Conservation Camp work crews on NPS lands which helps to conserve and protect the natural resources of the parks.

**ARTICLE II - AUTHORITY**

16 U.S .C. §1g authorizes the NPS to enter into cooperative agreements that involve the transfer of NPS appropriated funds to State governments for the public purpose of carrying out NPS programs.

CAL FIRE is authorized by California Public Resources Code Section 4953 to enter into cooperative agreements with federal agencies for the performance by Conservation Camp work crews for projects which are appropriate for those agencies.

### **ARTICLE III - STATEMENT OF WORK**

#### **A. The NPS agrees:**

1. To submit written project proposals to Conservation Camp Division Chiefs on CAL FIRE form FC-32 as opportunities for fire management projects on NPS areas arise.
2. To prepare written Task Agreements for accepted project proposals. The Task Agreements shall include form FC-31, a memorandum of understanding the individual National Parks or Monuments, FC-32, a detailed description of the work to be accomplished, task specifications, project location, name of the contact NPS employee responsible for the project, financial detail for reimbursement by funds to the CAL FIRE for the transportation costs and hand crew costs and associated expenses in accordance with billing rates specified in Article III, Section C, Paragraph 9.
3. To assign qualified and experienced NPS employees having completed a CAL FIRE Working with California Fire Crews training session to provide technical direction for Conservation Camp work crews when such technical direction is required.
4. To provide, as available, such tools, equipment and material as are necessary to supplement the items supplied by CAL FIRE for the Conservation Camp crews working on NPS lands.
5. To instruct NPS personnel not to mail or deliver letters for Inmates or wards, barter or gamble (including on TV sports), with Inmates or wards or furnish to any Inmates or wards with money, alcohol, drugs, tobacco, cellular phone, or any other item or substance prohibited by the California Department of Corrections.

#### **B. CAL FIRE agrees:**

1. To select, from proposals submitted by the NPS, fire management, forest, conservation and outdoor recreational resource projects on NPS lands, which CAL FIRE agrees through Task Agreements to accomplish using Conservation Camp work crews to perform.
2. To provide CAL FIRE hand crews to perform the Task Agreement projects, along with all the necessary support, including lunches, clothing,

State Industrial Insurance System, handtools, transportation and hand crew supervision.

3. To be responsible at all times for the supervision, health, safety, custody, discipline and control of CAL FIRE hand crews participating in work projects under this Agreement, and to accompany CAL FIRE hand crews while engaged in such projects. CAL FIRE hand crews will not be split into smaller units in different locations.
4. To assist the NPS managers in the development of the financial section of each Task Agreement.

**C. The NPS and CAL FIRE jointly agree:**

1. That CAL FIRE and the NPS will meet regularly to identify Task Agreements to be performed by the CAL FIRE under this Agreement.
2. That work shall proceed only upon CAL FIRE's receipt of written Task Agreements with an attached FC-31 & FC-32.
3. That work under this Agreement shall not displace employed persons or impair existing contracts.
4. That this Agreement shall not exclude private enterprise contractors from performing similar projects within the NPS area.
5. That permission to perform work on NPS lands under the terms of this Agreement does not confer on CAL FIRE hand crews, or any CAL FIRE employee, the status of an employee of the United States. It is specifically agreed that such persons shall not be considered to be employees of the United States for purposes of those provisions of Title 28, United States Code, relating to tort claims against the United States, those provisions of Title 5, United States Code, relating to worker's compensation for Federal employees, and those provisions of Title 31, United States Code, relating to property damage claims.
6. That the execution of this Agreement does not create an employment relationship between the NPS and any CAL FIRE hand crews covered by this Agreement, nor does the execution of this Agreement create an employment relationship between the CAL FIRE and any NPS personnel.
7. That written routine operational guidelines (CAL FIRE FC-31) shall be developed at the local level between the CAL FIRE and the NPS for implementation of this Agreement. Such guidelines shall not amend this Agreement and in the case of any conflict between the two, the terms of this Agreement shall govern. The local guidelines shall be reviewed at

least annually and shall be revised as necessary to meet changed conditions.

8. That local guidelines shall include written procedures to be followed in case of injury to, or illness of, State inmates or wards engaged in work projects on NPS lands.
9. That CAL FIRE shall provide the services required under this Agreement. Each Park Superintendent and the CAL FIRE Conservation Camp Division Chief shall execute a local annual operating plan identifying projects and costs and forward it for approval to the NPS local Key Official. Task Agreements shall be prepared by individual parks and signed by an appropriate NPS Contracting Officer for projects approved under the local annual operating plan. Costs to the CAL FIRE will be reimbursed by the NPS at the rate of \$200 per crew day plus current administrative rate fees (see Article VI).

#### **ARTICLE IV - TERM OF AGREEMENT**

This Agreement shall become effective on the date of final signature and shall continue in full force and effect for a period of five years, unless earlier terminated pursuant to Article XI.B.

#### **ARTICLE V - KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS**

- a. **Regional Coordinating**

Sue Husari, Regional Fire Management Officer  
National Park Service  
Pacific West Regional Office  
1111 Jackson Street, Suite 700  
Oakland, California 94607  
E-mail: [sue\\_husari@nps.gov](mailto:sue_husari@nps.gov)  
Telephone: (510)817-1371

- b. **Local Coordinating**

Park Fire Management Officers  
Refer to the current annual California Mobilization Guide

**c. Signatory/Administrative and Billing**

Jamie Sherrill, Contracting Officer  
National Park Service  
Pacific West Regional Office  
1111 Jackson Street, Suite 700  
Oakland, California 94607  
E-mail: [Jamie\\_sherrill@nps.gov](mailto:Jamie_sherrill@nps.gov)  
Telephone : (510) 817-1337  
Fax : (510) 817-1328

**2. For the CAL FIRE:**

**a. State Coordinating**

Deputy Chief, Conservation Camp Operations  
Department of Forestry and Fire Protection (CAL FIRE)  
1416 9<sup>th</sup> Street, Room 1654-31  
Post Office Box 944246  
Sacramento, CA 94244-2460  
Telephone: (916)653-5585

**b. Signatory/Administrative**

Andy McMurry  
Acting Deputy Director, Chief of Fire Protection  
Cooperative Fire Protection, Safety, and Training  
Department of Forestry and Fire Protection (CAL FIRE)  
1416 9<sup>th</sup> St.  
Post Office Box 944246  
Sacramento, Ca. 94244-2460  
E-mail: [andy.mcmurry@fire.ca.gov](mailto:andy.mcmurry@fire.ca.gov)  
Telephone: (916) 653-5367

**c. Communications** - CAL FIRE will address any communication regarding this Agreement to the key officials and to the Superintendent of the involved park. Communications relating solely to routine operational matters described in the current work plan may be sent to the NPS key official designated in Article V.A. I .a and b.

- B. When changes in Key Officials occur, NPS or CAL FIRE will make written notice to the other party advising of the change in key official position.

#### **ARTICLE VI - AWARD AND PAYMENT**

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement.
- B. Payment to CAL FIRE will be made on a reimbursable basis in accordance with the CAL FIRE billing rates current at the time of the project inception. Rates will not exceed \$200 per crew day. This \$200 per crew day does not include an administrative fee. The administrative fee will be determined each July 1. Payment will be made by electronic funds transfer upon submission of a SF 270, Request for Advance or Reimbursement, no more frequently than quarterly and no less frequently than annually, to the Contracting Officer designated in each Task Agreement.
- C. Any award beyond the current fiscal year is subject to the availability of funds.
- D. In order to ensure proper payment, it is highly recommended that CAL FIRE register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents CAL FIRE may have with the federal government.

#### **ARTICLE VII - PRIOR APPROVAL**

The State will obtain the prior written approval of the NPS for the items specified in 43 CFR §12.70.

#### **ARTICLE VIII - INSURANCE AND LIABILITY**

- A. The NPS agrees:

To cooperate to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act, against the United States for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his employment, arising out of this agreement.

B. CAL FIRE agrees:

1. To cooperate to the extent allowed by law, in the submission of claims pursuant to California Government CODE, Division 3 .6, providing for the filing of tort claims against the State of California for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the State of California while acting within the scope of his or her employment, arising out of this Agreement.
2. To provide worker's compensation protection to the CAL FIRE officers, employees, and representatives.
3. To pay the United States the full value for all damage to the lands or other property of the United States caused by the CAL FIRE, its officers, employees or representatives.
4. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.
5. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, an act or omission of CAL FIRE, its offices, employees, or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.

**ARTICLE IX - REPORTS AND DELIVERABLES**

- A. **Where to Submit** - In accordance with 43 CFR Part 12.80 -12.82, the CAL FIRE will submit invoice reports to the NPS Contracting Officer with a copy to the key official as designated in Article V.A. 1.
- B. **Record Keeping** - The CAL FIRE will keep records pertaining to this Agreement in accordance with the requirements of 43 CFR §12.82.
- C. **Access to Records**
  1. The CAL FIRE will give the NPS and the Comptroller General of the United States, or their duly authorized representative, the right of access to any books, documents, papers, or other records of CAL

FIRE that are pertinent to this Agreement at all reasonable times during the period of retention in accordance with 43 CFR §12.82 .

2. The NPS will give CAL FIRE, or any authorized representative, the right to examine any records related to this Agreement that otherwise would be available to the CAL FIRE under the Freedom of Information Act, 5. U.S.C. §552.

#### **ARTICLE X - PROPERTY UTILIZATION**

Any tools, equipment, material or other property supplied by NPS for the daily completion of projects shall remain the property of the NPS. Similarly, any tools, equipment, material or other property supplied by CAL FIRE shall remain the property of the State of California.

#### **ARTICLE XI - MODIFICATION AND TERMINATION**

Modifications to this Agreement may be proposed by either party and shall become effective upon the execution by both parties of a written instrument

Either party may terminate this Agreement by giving thirty days written notice to the other.

#### **ARTICLE XII - GENERAL AND SPECIAL PROVISIONS**

##### **A. General Provisions**

1. **OMB Circulars and Other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Agreement:
  - a. OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments."
  - b. OMB Circular A-97, "Provisions for Specialized and Technical Services to State and Local Governments."
  - c. OMB Circular A-102, as codified by 43 CFR Part 12, Subpart C, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
  - d. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

- e. 43 CFR Part 12, Subpart D, "Government wide Debarment and Suspension (No procurement) and Government wide Requirements for Drug-Free Workplace (Grants)".
  - f. 43 CFR Part 12, Subpart E, "Buy American Requirements for Assistance Programs".
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000 et seq) Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S .C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S .C. §§6101 et seq) and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex.
3. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities . Violations of this section shall constitute violations of section 1352(a) of title 31.
4. **Anti-Deficiency Act** - 31 U.S.C. §1341- Nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or

other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development - Executive Order 12432** - It is the national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR §12.76 for State and Local Governments.

## **B. Special Provisions**

### **Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the matter of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

- C. **Certifications** - The following certification is required in accordance with the above provisions and made a part of this Agreement:

**DI-2010**, U.S. Department of the Interior Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.

## **ARTICLE XIII – SIGNATURES**

IN WITNESS HEREOF, the parties hereto executed this Agreement on the date(s) set forth below.

**FOR THE STATE OF CALIFORNIA,  
Department of Forestry and Fire  
Protection**

**FOR THE NATIONAL PARK SERVICE,  
Pacific West Region**

Signature: \_\_\_\_\_  
Contracting Officer

Date: \_\_\_\_\_

Signature: Andrew C. Mendenhall

Date: 1/11/11

Signature: Tom Gillroy  
Contracting Officer

Date: Nov. 23, 2010

Signature: Patricia L. Beckwith  
Regional Director

Date: Nov. 29, 2010