STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (NEW 02/98)

(No. 2 July 2010)

CDCR # C08.135

AGREEMENT NUMBER
7CA00195
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
Department of Forestry and Fire Protection

CONTRACTOR'S NAME
California Department of Corrections and Rehabilitation

2. The term of this Agreement is: July 1, 2008 through December 31, 2017

3. The maximum amount of this Agreement is: $ 0.00
Zero dollars and no/100.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1 Page(s)
Attachment I- Detailed Scope of Work	7 Page(s)
Attachment II-Adult Conservation Camps	1 Page(s)
Exhibit B – Budget Detail and Payment	2 Page(s)
Exhibit C* – General Terms and Conditions	GIA 101
Check mark one item below as Exhibit D:	
☒Exhibit D – CDCR Special Terms and	3 Page(s)

View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* California Department of Corrections and Rehabilitation	APPROVED AUG 12 2009 DEPT OF GENERAL SERVICES
BY *(Authorized Signature)* Diane Thompson — DATE SIGNED *(Do not type)* 7/21/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Diane Thompson, Manager, Adult Programs Contracts Unit	
ADDRESS 10000 Goethe Road, C-1, Sacramento CA 95827	
STATE OF CALIFORNIA	
AGENCY NAME Department of Forestry and Fire Protection	
BY (Authorized Signature) Ken Pimlott — DATE SIGNED *(Do not type)* 7/24/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Ken Pimlott, Deputy Director, Chief of Fire Protection	
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460	☐ Exempt per _____

EXHIBIT A

SCOPE OF WORK

1. California Department of Corrections and Rehabilitation (CDCR) and the Department of Forestry and Fire Protection (CAL FIRE) enter in to this agreement to provide the services described herein:

   Cooperate with each other in an agreement that will accomplish the dual purpose of protection and development of California forest and watershed resources, and the training, employment and rehabilitation of inmates.

   This cooperation is provided for in Section 2780 of the Penal Code (PC) and Section 4951 of the Public Resources Code and made possible by legislative appropriation.

   "Attachment I, Detailed Scope of Work", details the duties and responsibilities of each party, both separately and mutually.

   Inmate resources will be available upon mutual agreement to any State, Local or Government Agencies per PC 2700 et al as well as qualified non-profit organizations and shall be performed per the signed Letter of Understanding (LOU) FC-31.

   The conservation camp program could continue indefinitely, unless terminated by legislative and/or executive action or by either Department with the approval of the Director of Finance.

2. The services shall be performed statewide wherever there is a need. A listing of all adult conservation camps is attached as, "**Attachment II, Adult Conservation Camp**". It lists their designed population and number of authorized fire crews. However, either department, with the cooperation and agreement of the other department, may establish future conservation camps at such locations as may be mutually beneficial for the purpose of accomplishing the objectives of this agreement.

3. Exhibit B provides a Budget Detail and Payment Provisions including responsibilities of each party, both separately and by cooperative efforts.

   - The services shall be provided as needed twenty-four (24) hours a day, seven (7) days a week, 365 days a year with coordination of the CDCR Camp Commander and CAL FIRE personnel.

3. The project representatives during the term of this Agreement will be:

Requesting Agency: Dept. of Forestry and Fire Protection	Providing Agency: California Department of Corrections and Rehabilitation
Name: Dan Sendek	Name: Ray A. Harrington Sr.
Phone: 916-653-5585	Phone: 916-324-2758
Fax: 916-653-8961	Fax: 916-323-4140
E-mail: Daniel.Sendek@fire.ca.gov	E-mail: Ray.Harrington@cdcr.ca.gov

Direct all inquiries to:

Requesting Agency: Dept. of Forestry and Fire Protection	Providing Agency: California Department of Corrections and Rehabilitation
Section/Unit: Business Services, Contracts Office	Section/Unit: Conservation Camp Program
Attention: Linda Goddard, Contract Analyst	Attention: Ray A. Harrington Sr.
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: P.O. Box 942883 Sacramento, CA 94283-0001
Phone: 916-324-6349	Phone: 916-324-2758
Fax: 916-323-1888	Fax: 916-323-4140
E-mail: Linda.Goddard@fire.ca.gov	E-mail: Ray.Harrington@cdcr.ca.gov

ATTACHMENT I
DETAILED SCOPE OF WORK

1. California Department of Corrections and Rehabilitation (CDCR) agrees to provide the following services:

A. Assume financial and supervisory responsibility for the construction of those new camps established at the request of CDCR and to purchase and supply those necessary items of equipment in accordance with a list to be mutually approved by CDCR and CAL FIRE.

B. Assume financial responsibility for the fees associated with CDCR's control and possession of those camps described in section I of the mutual responsibilities of this agreement: water system permit and testing fees, on-site sewer system operation fees, air quality fees associated with the operation of vehicle fuel facilities and local taxes or fees. Additional financial responsibilities will be described as future amendments to this agreement.

C. Consult with CAL FIRE on the construction and design of new buildings and facilities to be used and supervised by CAL FIRE.

D. Maintain fire crews at full strength year- round. In order to meet this objective, the goal will be to maintain an inmate population ratio of 85% fire-eligible and 15% fire-ineligible inmates, except in the case of certain specified vocational or other work programs. In recognition of the fact that camp population fluctuates due to paroles, disciplinary removal, etc., the total inmate population of each camp may exceed the designed capacity by up to ten percent in order to have a reserve of fire-eligible inmates available. This practice is intended to keep average camp population at the same level as the budgeted camp population.

E. Provide all regular meals, including lunch, for the inmates at the work project sites each day. With prior arrangements made as far in advance as possible, crews returning late from a project shall be provided suitable meals by CDCR. When it is known that a crew will be returning more than one hour late and prior arrangements for a supplemental meal are not made, CAL FIRE will pay for the meal.

F. Provide in-camp meals for CAL FIRE and other cooperating departments at rates established for CDCR employees.

G. Provide correctional personnel to properly supervise and control inmates as required by law, and to assume primary responsibility at all times for the discipline, control, and security of such inmates.

H. Provide for all necessary medical attention for inmates, except first aid given to inmates assigned to work projects or emergency assignments. Provide worker's compensation to inmates for any job-related injury other than those incurred on Cal Fire fires or during fire training while assigned to a camp. CDCR shall provide all necessary medical attention and workers compensation for the programs at CCC, SCC, CIW, CRC, and CMC, or any other Cal Fire training program established by a mutual consent.

I. Supply house-keeping needs in those buildings occupied by CDCR, assist in the maintenance of grounds, and supply all electrical power and utility fuel (LPG, natural gas, heating oil, etc.) for operation of the camp.

J. Receive CAL FIRE telephone and radio messages when no CAL FIRE employee is available, and to relay such messages.

K. Assume financial and supervisory responsibility for the maintenance and replacement of all equipment listed on CDCR's property list.

L. Provide inmates with proper work clothing to include boots, cotton underwear, and socks (excluding firefighter safety items required for fire control work).

M. When available, provide qualified instructors for training courses which require custodial department representation. CAL FIRE will provide CDCR with a request for instructors as early as possible.

N. Prominently display a standard 9 inch CDCR Departmental logo on CDCR vehicles during emergency assignments.

ATTACHMENT I
DETAILED SCOPE OF WORK

O. CDCR will annually provide CAL FIRE with a list of Support Crews and equipment available from CDCR institutions. Due to on-going changes in inmate populations, the availability of such support crews may vary throughout the year.

P. CDCR agrees to provide funds to each camp for the purpose of participating in 8 hours of joint training (per CDCR employee per year) with CAL FIRE at the camp or academy level. CAL FIRE will instruct joint wildland fire training.

Q. Provide for documented safety training of all in-camp assigned inmates to CDCR supervision in accordance with CDCR, CAL FIRE and CAL OSHA regulations. CDCR will be responsible for maintaining copies of all documented inmate training conducted by CDCR staff for a specified period pursuant to CDCR Record Retention guidelines.

2. California Department of Forestry and Fire Protection (CAL FIRE) agrees to provide the following services:

A. Assume financial and supervisory responsibility for the construction of those new camps established at the request of CAL FIRE, and purchase and supply necessary items of equipment in accordance with a list to be mutually approved by CDCR and CAL FIRE.

B. Assume financial responsibility for the fees associated with CAL FIRE's control and possession of those camps described in paragraph I of the mutual responsibilities section of this agreement: water system permit and testing fees, on-site sewer system operation fees, air quality fees associated with the operation of vehicle fueling facilities, including local taxes or fees.

C. Provide all meals for inmates and staff; when they are assigned to fires, when a camp is in direct support of a fire emergency, when a camp is used as a staging area for a fire emergency, or when a special meal is served due to extended work periods. CAL FIRE assumes responsibility for planning meals for inmates when it is not practical to do so in kitchen facilities operated by CDCR. CAL FIRE shall reimburse CDCR via payment for those fire line meals served or prepared in CDCR operated kitchens. The reimbursement rate for fire meals shall be reviewed annually by CAL FIRE and CDCR headquarters staff. Staff at the following level has authority to approve a change in the reimbursement rate: CAL FIRE at the level of Deputy Director and CDCR at the level of Associate Director with responsibility over Camp Operations.

D. Provide inmates with all necessary fire fighting safety equipment, fire fighting tools, and project tools necessary to carry out the CAL FIRE mission.

E. Provide transportation for inmates and CAL FIRE staff between the camp and CAL FIRE work projects, or to and from fires and other emergencies. When available, transportation may be provided to CDCR as necessary.

F. At the request of CDCR, CAL FIRE will provide fuel and other routine preventative maintenance services, as available, for Correctional vehicles assigned to camp. The CDCR shall reimburse CAL FIRE for gasoline, oil, and supplies used from their stock.

G. Pursuant to Penal Code Sections 2933 and 2934 (Inmate Work/Training Program), and in cooperation with CDCR, develop work programs which will provide the inmates with work experience, on the job training, and rehabilitation. Fire control, floods, and other emergency assignments shall take priority over the work projects.

H. Provide qualified supervision coverage for all conservation camp and training center crews on all regularly scheduled work days. Costs associated with providing necessary custody coverage by CDCR in the absence of qualified supervision coverage will be borne by CAL FIRE. CDCR will provide documentation as to why these extra costs were necessary (i.e. why more coverage was needed during the week than on weekends). Upon receipt by CAL FIRE of the documentation from CDCR indicating the necessity of the custody coverage by CDCR, the CAL FIRE Division Chief of the camp in question shall, in good faith, make the determination if he/she agrees with CDCR's position on this issue. If the CAL FIRE Division Chief agrees with the CDCR position he/she will approve the payment of the extra CDCR coverage costs and will forward the CDCR invoice to the appropriate CAL FIRE unit for payment.

I. Assume financial and supervisory responsibility for the maintenance and replacement of all equipment listed on CAL FIRE's property list.

ATTACHMENT I
DETAILED SCOPE OF WORK

J. Prominently display CDCR departmental identification on CAL FIRE emergency crew transports (ECT's) assigned to the camps in a manner acceptable to both departments.

K. Receive CDCR telephone and radio messages when no CDCR employee is available, and to relay such messages.

L. Provide funds to each camp for the purpose of participating in 8 hours of joint training (per CAL FIRE employee per year) with CDCR at the camp, parent institution, or academy level.

M. Assist CDCR in providing fire line safety training to custodial staff. CAL FIRE shall also provide Cal- OSHA approved personal protective equipment (PPE), with the exception of boots, for CDCR personnel who go on the fire line.

N. Cooperate with CDCR in their efforts to conserve energy and water at the camps.

O. In those camps where CAL FIRE has a budgeted clerical position CAL FIRE will provide clerical support to CDCR in the preparation of sensitive and confidential documents that cannot be processed by inmates. The time made available to CDCR for this will be dictated by the clerical CAL FIRE workload at the time of the request. All requests for confidential clerical support will be with the approval of the Camp Division Chief. Such requests if not unreasonable will not be denied.

P. Provide worker's compensation for any job-related injury incurred by inmates assigned to CAL FIRE incidents or during fire training (while assigned to a camp), except as provided in Labor Code section 3365.

Q. Whenever an inmate under CAL FIRE supervision, or a CDCR employee assigned to a CAL FIRE, fire emergency incident, suffers a serious injury, as defined by CAL-OSHA, CAL FIRE will initiate a Serious Accident Review. The review will be conducted in accordance with CAL FIRE policy, which includes offering CDCR the opportunity to assign a non-involved CDCR staff investigator to the review team. Agency costs are chargeable to the CAL FIRE Emergency Fund (including overtime, travel, and per diem, but excluding base salary and backfill).

R. When available, provide qualified instructors for training courses, which require CAL FIRE department representation. CDCR will provide CAL FIRE with a request for instructors as early as possible.

S. Provide for documented training and supervising of all inmates transferred into CAL FIRE staff custody in accordance with CDCR, CAL FIRE and CAL OSHA regulations. This includes, but not limited to documented training on the proper use of all tools an inmate will be required to use while on fire assignments, grade projects or in-camp assignments. Individual inmate documented training on specific equipment will be conducted as required by CAL OSHA. CAL FIRE will be responsible for maintaining copies of all documented inmate training conducted by CAL FIRE staff for a specified period pursuant to CAL FIRE Record Retention guidelines.

T. Will instruct documented wild land fire safety training to all camp CDCR staff.

3. CDCR and CAL FIRE mutually agree to provide the following services:

A. The camp program personnel of each department shall be familiar with and abide by the rules, regulations and responsibilities of the other as set forth in the Penal Code, California Code of Regulations Title 15, the CAL FIRE/CDCR Camp Operations Handbook, and the Camp Operational Guidelines. All Camp Program personnel will be informed in writing of any changes in these rules, guidelines and procedures and document their review of these changes annually. The specific rules, regulations and responsibilities are listed in **Exhibit D, Special Terms and Conditions**".

B. The CAL FIRE Division Chief and CDCR Camp Commander shall work with respect and cooperation to ensure that the mission of the Conservation Camp Program proceeds efficiently and in an environment that fosters success.

C. Discipline of inmates shall be the responsibility of CDCR. CAL FIRE personnel shall report, through established channels with written documentation, all acts of inmates, which are contrary to law, regulations, or camp rules, and assist Correctional personnel in control of inmates in emergency situations. The Division Chief, or designee, may sit on disciplinary hearings involving camp-related disciplinary actions against inmates and will assist the Senior

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Hearing Officer. CDCR will attempt to accommodate CAL FIRE when scheduling inmate disciplinary hearings, provided there are no conflicts with legal constraints or due process requirements.

D. In the event an inmate displays unacceptable work habits, or demonstrates other unacceptable conduct and continues to do so after a cooperative effort by both departments to change the inmate's behavior, the inmate shall be evaluated for possible inter-camp transfer or returned to the parent institution for classification review with appropriate documentation having been completed.

E. The CAL FIRE Camp Division Chief and the Camp Commander in keeping with each department's policy will establish a local Operational Guideline that delineates the method of dispatching fire crews and CAL FIRE and CDCR personnel from a Conservation Camp to emergency incidents and work projects. Emergency dispatch shall take priority over all work projects and other normal camp activity.

F. Normally, there shall be no project work on Saturday and Sunday, or any State holiday, unless mutually agreed to by both agencies.

G. Recuperative time off may be granted to inmates after unusually long or arduous periods of work, as arranged by mutual consent of the CDCR Camp Commander and the CAL FIRE Division Chief.

H. CAL FIRE and CDCR will confer and agree on the design and construction of new buildings and facilities at each camp.

I. CDCR and CAL FIRE share the responsibility for camp buildings, structures, grounds, roads, and utility systems. Unless stipulated otherwise by subsequent agreements or amendments, it is agreed that CAL FIRE has control, possession, and responsibility for maintenance of the buildings, grounds, and other improvements of all conservation camps jointly operated by CAL FIRE and CDCR, with the exception of:

   i. Antelope, Norco, and McCain Valley camps, which are in the control and possession of CDCR; and
   ii. Any modular or other building placed in a camp by CDCR and not accepted in writing by CAL FIRE, and/ or any building or infrastructure built by the CDCR Inmate Day Labor Program, which has not yet been accepted in writing by CAL FIRE, and,
   iii. Any building or infrastructure built by CDCR and still covered by the original builder's warranty to CDCR.
   iv. Any costs for repair of facilities damaged during an inmate disturbance or riot will be borne by CDCR. However, either department may expend its funds for such proposes.

J. The department having possession and control of a particular camp will have the primary responsibility for maintenance of that camp. The department with primary responsibility for maintenance shall be responsible for all additions, alterations, and renovations and most repairs to the camp. However, either department may expend its funds for such purposes, with the consent of the other. Construction plans for major and minor capital outlay projects and special repair projects shall be mutually acceptable to each department and approved by headquarters program and engineering staff of the department having control and possession of the camp prior to commencing any construction. Any alterations, additions, renovations, and/or modifications that affect the structural components or infrastructure systems shall be approved by the department responsible for maintenance and repair of the facility.

   Within one year of implementation of this agreement, the Camp Commander and Camp Division Chief of each camp shall prepare a Memorandum of Understanding delineating the division of routine maintenance responsibilities. The MOU shall be submitted to the appropriate CDCR Warden or designee and CAL FIRE Region Chief or designee for approval.

K. In the event of camp closure, proprietorship of the facilities and equipment shall vest with the department which has control and possession of the site, except that each department shall retain such property listed on each department's property list and supplies purchased for their own needs.

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L. CAL FIRE and CDCR maintenance positions budgeted for camps will generally be assigned to maintain camps on a full-time basis, unless mutually approved by the Warden at the parent institution and the CAL FIRE Region Chief. Maintenance personnel from either department may provide technical assist to the other department when mutually agreed to by the Camp Division Chief and Camp Commander.

M. A Joint Camp Emergency Preparedness and Fire Plan shall be prepared and maintained by both departments. The Fire and Evacuation Plan shall indicate individual post assignments, and it shall be maintained on the official employee and inmate barracks bulletin boards at all times. CAL FIRE and CDCR personnel shall cooperate in the training of staff for the utilization of the stand-by power generator and the in-camp fire protection facilities and equipment.

N. The CDCR Camp Commander and the CAL FIRE Division Chief, or designees, shall be responsible for conducting and documenting monthly fire drills.

O. Joint fire and safety inspections and facility maintenance inspections shall be conducted at least once a month by the CDCR Camp Commander and CAL FIRE Division Chief, or designees. These inspections will be documented and a corrective action plan prepared. The reports shall be filed and maintained by each agency.

P. In addition to the normal monthly joint facility maintenance inspection, the CDCR Camp Commander and the CAL FIRE Division Chief will make an annual joint inspection of the camp and prepare or update a plan for correcting the camp's building, and infrastructure deficiencies. This annual maintenance plan will serve as the basis for budgeting for camp improvements. Any specific needs or deficiencies shall be reported through the appropriate channels of both departments.

Q. Each department shall hold the other harmless from the consequences of the exposure of its employees or inmates to any asbestos materials, or hazardous waste, found at the conservation camps or CAL FIRE Training Centers. Each department shall be responsible to notify the other, and its own employees of any asbestos material, or hazardous materials, of which it becomes aware at any camp or training center. Each department shall bear the responsibility for mitigating any future asbestos hazards or hazardous wastes which it creates. Mitigation of existing asbestos hazards and removal of hazardous waste shall be the responsibility of the department having control and possession of the camp or training center. However, either department may expend its funds for the purpose of abating such hazards, with the agreement of the other.

R. There shall not be a change in program from the adult conservation camp program without the consent of the Directors of CAL FIRE and CDCR. There shall not be a change in program in the Conservation Camp's that affects either department's mission and/or operations without the consent of the Directors or their designees of CDCR and CALFIRE including changes to the CAL FIRE/CDCR Camp Operations Handbook, 6400.

S. The periodic camp management review conducted by CDCR and CAL FIRE will provide a written report with recommendations to correct policy and procedure violations and potential violations. Within 60 days of the receipt of the report, a written report with implementation dates for the recommendations will be submitted to the respective Warden and Region Chief. A plan for correction of violations that cannot be implemented, because of funding or other problems, will also be submitted to the respective Warden and Region Chief or designee. Copies of the reports will be submitted to the CDCR Camp Operations CAL FIRE Camp Operations and both agencies Headquarters

T. Vocational education, training programs, general education, rehabilitation, substance abuse programs (SAP), and other work programs may be established at the conservation camps by agreement of the two departments on a case-by-case basis. The programs so established may be to the mutual benefit of both departments.

U. Each camp is unique relative to sharing of various camp operating costs. Within one year of implementation of this agreement, the Camp Commander and the Camp Division Chief of each camp will jointly prepare a document which describes the extent to which each department is currently financially responsible for each of the following:

i. Providing water to the camp.
ii. Providing sewer service to the camp.
iii. Providing solid and liquid waste disposal service to the camp.
iv. Other operational costs and fees

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V. Each individual Camp MOU shall be reviewed annually by the Camp Division Chief and Camp Commander to ensure compliance with the Interagency Agreement. If any changes are made the document will be forwarded to the Warden and Region Chief's office for approval or designee. Copies of the approved document will then be forwarded to the CDCR Camp Liaison and the CAL FIRE Deputy Chief for Camp Operations.

W. Camp operations will be conducted in accordance with all applicable state and federal laws, state regulations, the Firefighter Bill of Rights, Peace Officer Bill of Rights, CDCR and CAL FIRE departmental policies. When either CDCR or CAL FIRE alleges that employees of the other department have conducted themselves in a manner which is contrary to the laws, regulations, and policies enforced by either department, the departments will determine the need to initiate a joint investigation. The department which has the primary responsibility for the enforcement of the law, regulation, or policy allegedly violated will be the lead department, but investigators from the other department will have equal standing on the investigation team.

X. The CAL FIRE Region Chief and the CDCR Warden of the parent institution will assign one or more investigators from their own department. The number of investigation team members need not be equal. Each department will be responsible for any costs which they incur during the course of such joint investigations. Findings and recommendations of the investigation team will be presented to the Warden of the parent institution and to the Region Chief. The initiation of employee disciplinary actions as a result of the investigation will be the responsibility of the appointing power. Either department may initiate such legal and administrative remedies as are within their authority.

Y. NON-FIRE RESPONSES

i. Fire Crews may be utilized in the rescue of lost or injured persons, the saving of life, and the protection of property.

ii. CAL FIRE will maintain an awareness among local government leaders and public safety personnel, including county sheriffs, of the existence, capabilities, limitations, and availability of conservation camp crews within, or adjacent to, their jurisdiction.

iii. If reimbursement funds are available, the jurisdiction should be notified of an approximate cost per hour or day for crew services, including all inmate time and CAL FIRE and CDCR staff overtime. Incident billing shall be the same as for other emergency incidents. If funds are not available, the Region Chief and the Warden of the parent institution will decide, on a case-by-case basis, whether or not CAL FIRE and CDCR resources will be available to assist with the effort on any scale beyond a "normal work day" basis.

Z. USE OF INMATE EMERGENCY FIREFIGHTER AND SUPPORT CREWS

i. As the need arises, CAL FIRE may request CDCR to provide additional inmate crews to address an emergency situation in local, state, or federal jurisdictions. These resources, in the form of Emergency Firefighter Crews (EFF) or Support Crews, will be:

a. Acquired by way of request through the CDCR Conservation Camp Liaison in Sacramento.
b. Dispatched, transported, supervised, and utilized in accordance with CAL FIRE dispatch procedures, Handbook 8100, the CAL FIRE/CDCR Camp Operations Handbook, 6400, and all safety laws and regulations.

ii. CAL FIRE, in the use of these crews, shall provide sufficient meals, provide blankets or sleeping bags and reimburse CDCR for all direct and indirect costs associated with the preparation, dispatch, care and custody in making such crews available to CAL FIRE for such assignments.

iii. Reimbursements for costs borne by CDCR shall be in accordance with sections F and G of the Exhibit B "Budget Detail and Payment Provisions" section of this agreement and shall include:

ATTACHMENT I
DETAILED SCOPE OF WORK

a. The emergency hourly rate for fire emergencies per inmate as agreed between CAL FIRE and CDCR; and documented in the CAL FIRE/CDCR Camp Operations Handbook, section 6492, which is hereby incorporated by reference and made a part of this agreement.
b. All CDCR employee payroll costs in connection with a specific incident. This includes, but is not limited to, custodial coverage, transportation, employees' time for supervision and administration, delivering supplies, transporting sick or injured inmates, disciplinary problems with inmates, preparing and serving meals to inmates leaving for, or returning from, the fires at odd hours, and employees' standby time when called in to prepare fire crews for dispatch and the dispatch is canceled.

iv. Emergency Firefighting Crews shall consist of 12 to 17 inmates selected from among the unassigned graduates of a Forestry Training Program (FTP) in the California Correctional Center, Sierra Conservation Center, California Institution for Women, Cuesta Conservation Camp, or Norco Conservation Camp training crews.

a. For each fire crew dispatched, CAL FIRE shall provide sufficient staff to properly supervise and control the inmates as required by law and existing circumstances. The CDCR shall provide sufficient custodial personnel to provide supervision and control as allowed in the current version of the CAL FIRE/CDCR Camp Operations Handbook.
b. As these crews are not generally training together as a unit nor have they gone through the annual preparedness exercise, these crews shall only be utilized for Type 2 crew assignments as defined by the NWCG.

v. For emergency incidents requiring support crews, CDCR shall supply, if available, inmates directly from appropriate institutions. A Support Crew consists of up to 17 inmates and CDCR staffing as outlined for "fire crews" in the CAL FIRE/CDCR Camp Operations Handbook, plus staffing for crew on-shift supervision. These resources may only be utilized for incident logistic support.

ATTACHMENT II
ADULT CONSERVATION CAMPS

Camp	Design Population	Authorized Fire Crews
Alder	100	5
Antelope	100	5
Baseline	120	5
Bautista	120	5
Ben Lomond	100	5
Chamberlain Creek	100	5
Cuesta	100	5
Deadwood	80	4
Delta	120	6
Devils Garden	120	5
Eel River	120	5
Fenner Canyon	120	6
Growlersburg	120	5
Gabilan	120	6
High Rock	100	5
Intermountain	80	4
Ishi	100	5
Konocti	100	5
La Cima	80	4
McCain Valley	100	5
Miramonte	80	4
Mt. Bullion	100	5
Mt. Home	100	5
Norco	60	3
Oak Glenn	160	7
Owens Valley	120	5
Parlin Fork	100	5
Pilot Rock	80	4
Prado	80	4
Puerta La Cruz	120	5
Rainbow	100	5
Salt Creek	120	5
Sugar Pine	120	6
Trinity River	120	5
Vallecito	100	5
Valley View	120	5
Washington Ridge	100	5
Totals	**3,880**	**183**

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

A. It is agreed by both agencies that either party will incur no cost under the General Terms and Conditions of the agreement.

B. In the event of an emergency, it is agreed that either agency may incur expenses that require reimbursement. Each agency agrees to compensate the other due to work performed as a result of an emergency. The approved invoices shall be received no later than 60-days after the end of the emergency. The CDCR Camp Commander and the CAL FIRE Division Chief shall make every effort to ensure that the appropriate supporting documents are completed in an accurate and timely fashion. Extensions may be requested by either Department, and shall be reviewed and approved by both program chiefs at the headquarters level.

C. For services satisfactorily rendered and upon receipt and approval of the invoices, CAL FIRE agrees to compensate CDCR for actual expenditures incurred. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection
P.O. Box 944246
Sacramento, CA 94244-2460
Attn: Dan Sendek

D. For services satisfactorily rendered and upon receipt and approval of the invoices, CDCR agrees to compensate CAL FIRE for actual expenditures incurred. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation
P.O. Box 942883
Sacramento, Ca. 94283-0001

E. All invoices submitted pursuant to this agreement shall be computed in accordance with sections 8752 and 8752.5 of the State Administrative Manual, and routed through defined channels to the addresses below. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Title 2, of the Government Code.

F. Pay to either party, upon receipt of invoices approved by the CDCR Associate Warden, Camps of the parent institution and/or by CAL FIRE Accounting Office, equal to either party's indirect and direct costs, pursuant to the State Administrative Manual Sections 8752 and 8752.1, when such costs accrue at the request of either party.

G. Reimburse CDCR at the current Department of General Services mileage rate for the particular vehicle type when CDCR vehicles are used on fire emergency incidents, and an incident order and request number accompanies such vehicles. Mileage driven on fuel supplied at the incident will be deducted at the rate of ten miles per gallon of fuel supplied. Reimburse CDCR for personal vehicle mileage claimed by CDCR employees on Travel Expense Claims when no state vehicle was available for dispatch to the emergency incident.

H. Invoices relative to an emergency incident, FC-77, shall be completed by the camp within 10 working days of the end of the 7K Work Period during which the emergency incident hours occurred. All other invoices to either department shall be prepared on a monthly basis, and shall be processed and paid in a timely manner. Both departments agree that to ensure fiscal accountability, internal audits may be appropriate. FC-77 audits may be initiated by either Director with written notice to the other Director.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Advance Payment

Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, and Title 2 of the Government Code of the State of California.

EXHIBIT D
(Interagency Agreement)

CDCR SPECIAL TERMS AND CONDITIONS

1. Blood borne Pathogens

Both parties shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

2. Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised in the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the California Department of Forestry and Fire Protection (CAL FIRE) agrees that if the provisions of the contract require the CAL FIRE to enter an institution/facility or camp, the CAL FIRE and any employee(s) and/or subcontractor(s) shall be aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

   SOURCE: California Penal Code (PC) Sections 5054 and-5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

   SOURCE: PC Sections 5054 and 5058: CCR, Title 15, Section 3304

c. All persons entering onto institution/facility or campgrounds consent to search of their person, property or vehicle at anytime. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

   SOURCE: PC Sections 2601, 5054, and 5058; CCR, Title 15, Sections 3173 and 3177 AND 3288

d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause by the CDCR Director, Warden, and/or Regional Parole Administrator.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

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e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

f. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541, and 4570; CCR, Title 15, Section 3010, 3399, 3401, 3424 and 3425.

h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants in institutional bases camps or orange shirts, orange pants in remotely located camps).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

3. Clothing Restrictions

While on campgrounds, the CAL FIRE and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the camps. Specifically, orange cotton pants and/or shirts shall not be worn onto camp grounds, as this is inmate attire.

4. Security Regulations

a. All visitors entering or exiting the conservation camp are to sign in and out in the visitors log located at the main desk of the camp.

b. All persons are required to possess and display upon request from the CDCR staff, a pictured state or county identification card, valid driver's license, or pictured military identification card.

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c. All persons coming onto the grounds of a conservation camp are subject to search. This includes, but is not limited to, staff, contractors, subcontractors, and visitors (California Department of Corrections and Rehabilitation Departmental Operations Manual (DOM) 52050.16). There will be no unclothed body searches at any camp by the CDCR staff. If reasonable cause justifies this type of search, the local county Sheriffs office will be contacted to conduct the search. Detaining individuals will be authorized by the camp commander based on the seriousness of the offense.

d. All visitors with vehicles entering camps are required to stop at the CDCR office for vehicle inspection. All vehicles left overnight are subject to be searched by CDCR staff. The license, color, make and model of the vehicle will be logged in the camp vehicle log and an overnight vehicle checklist will be completed

e. All electronic devices such as pagers, cell phones, and cameras/recording devices must be identified to the CDCR duty officer upon arrival at the camp. Unless these items are state or county issued, or approved by the camp commander, they are not allowed on camp property.

f. No weaponry of any kind is allowed into the conservation camp where inmates are located except for emergency use as authorized by the camp commander.

g. No alcoholic beverages or drugs are allowed on camp property. Persons requiring prescription medication must identify the type and amount of medication to the on-duty CDCR officer. Visitors may be required to leave prescription medication with the CDCR duty officer while on camp property.

h. Any State and CAL FIRE owned equipment used by CAL FIRE for the provision of contract services, shall be rendered temporarily inoperative by CAL FIRE when not in use, by locking or other means unless specified otherwise.

i. All other CDCR security regulations as identified in the DOM, the California Code of Regulations, Title 15, Crime Prevention and Corrections, the California Penal Code, and all other laws and regulation that apply to the CDCR are applicable to the camps.