

EXHIBIT "A" **Scope of Work**

Background and Purpose

The California Department of Transportation (Caltrans) and California Department Forestry and Fire Protection (CAL FIRE) have locations throughout the State and are equipped to provide mutual assistance and support in operating and maintaining the state highway system, preserving public and private property from fire, and other emergency incidents. CAL FIRE may request from Caltrans the use of personnel and equipment during fire and non-fire emergencies. The two agencies have developed cooperative working relationships and share resources as needed and as workload permits.

Under this umbrella agreement, units may develop individual operating plans specific to their areas as attachments to this document. These attachments will be for functional services unique to their respective areas of influence, may be written without expiration dates, and may be updated as events dictate. When these local operating plans involve CAL FIRE Conservation Camps, a CAL FIRE form FC-32 (Project Request and Record form) will be completed. Copies of attachments, when initiated or updated, should be sent to the appropriate local CAL FIRE and Caltrans field headquarters offices. Attachment provisions shall show the agreement number, referencing the District and number for the attachment (e.g., 7CA33802 – D3-1), and shall be forwarded to the headquarters contracts office.

Responsibilities

- Caltrans is responsible for construction, operation, and maintenance of the State's transportation systems.
- CAL FIRE is responsible for fire protection; fire prevention; maintenance and enhancements of the State's forest, range, and brush land resources; contract fire protection; associated emergency services; and assistance in civil disasters and other non-fire emergencies through Public Resources Code § 713.
- During times of fire or other emergencies, CAL FIRE may request Caltrans assistance in providing support services, i.e., Caltrans personnel, equipment, and materials.
- CAL FIRE has expertise using the Incident Command System (ICS) and can provide a standing capability to assist Caltrans in the management of a major event. CAL FIRE resources include, but are not limited to, incident management teams, logistic support such as communication units, mobile kitchens with stores, and/or medical units.
- Qualified CAL FIRE personnel may be available to Caltrans for short-term maintenance needs for snow removal, ice control, storm damage repair, or other urgent transportation needs.

Scope of Work

For fires or other emergencies in areas where CAL FIRE provides direct fire protection, the following shall apply:

1. If fires are detected within or immediately adjacent to the highway right-of-way, Caltrans shall report such fires to CAL FIRE or the appropriate fire protection agency and, to the extent that Caltrans forces are immediately available, Caltrans shall take initial action to contain or suppress such fires until the arrival of Fire Protection forces.
2. In the case of fires which occur as a result of work performed by Caltrans employees:
 - A. Caltrans forces will take immediate action within proper safety and training limits to control the fire.

EXHIBIT "A"
Scope of Work (continued)

- B. Responsible Caltrans personnel will immediately report such fires to CAL FIRE or to the appropriate fire protection agency (9-1-1).
 - C. The expense of labor, supplies, and equipment contributed by Caltrans in suppressing such fires will not be a charge against CAL FIRE.
3. In the case of fires, which occur as a result of work performed by Caltrans construction or maintenance contractor:
- A. Responsible Caltrans personnel or contractor's representative shall immediately report such fires to CAL FIRE or to the appropriate fire protection agency.
 - B. Any action, determination of liability, or settlement between CAL FIRE and a Caltrans contractor shall be independent, separate, and apart from the rights and duties of Caltrans and its construction or maintenance contractors under the terms of their respective agreements with Caltrans. CAL FIRE recognizes that Caltrans assumes no responsibility or liability for fires that result from the work of its contractors and their employees and subcontractors.
 - C. Workers' compensation and related benefits for these persons whose use or employment is contemplated herein shall be provided in the manner prescribed by California Labor Code § 3700. Such benefits shall be included for regular employees and persons temporarily employed and commonly known as volunteers (whether regularly registered, summoned pursuant to Public Resources Code § 4153, or working without compensation), paid-call firefighters or others temporarily employed to perform any emergency work or emergency service including, but not limited to, fire prevention and suppression. The State is self-insured for Workers' Compensation benefits for all of its regular employees and for temporary employees enumerated above while preparing for or performing any required service in the pursuit of the State's primary mission.
4. CAL FIRE shall take charge of all fires occurring on or adjacent to highway rights-of-way within CAL FIRE direct protection areas. The designated CAL FIRE officer shall take charge until the fire has been completely and properly suppressed.
5. Upon request by CAL FIRE to responsible Caltrans personnel, Caltrans may provide support during times of fire or other emergency. Such support may include, but not be limited to, equipment, transportation, or repair work but shall not include actual fire suppression work on the fire line, except when ordered by the Governor or designee in the absence of the Governor, and within accepted safety-training limits.
6. CAL FIRE shall give an appropriate order and request number for each Caltrans resource used by CAL FIRE in support of its emergency.
7. Caltrans shall continue to maintain reduced vegetation fuel loads along State highway rights-of-way and median strips in accordance with established policy to reduce the risk of a wildfire's starting. Local CAL FIRE and Caltrans officials should meet at least annually in the spring to discuss mutual concerns in fire prevention and determine equipment and personnel resources available for the coming of fire season.

EXHIBIT "A"
Scope of Work (continued)

8. During fire season periods, CAL FIRE shall collect fire danger rating information from the CAL FIRE Units throughout the State and provide the information to the Caltrans Headquarters Communication Center.
9. CAL FIRE and Caltrans will provide, as available, equipment and personnel at the others request for the repair, service and maintenance of each others equipment at mutually agreed upon locations. Caltrans and CAL FIRE agree to comply with the terms and conditions of each agencies respective Bargaining Unit/s MOU..

Performance Period and Ordering Document

This Agreement shall become effective when signed by both agencies and shall remain in effect until amended or terminated. Field personnel should contact their respective Contracts offices for information or questions.

Each agency may terminate this agreement upon thirty (30) days written notice to the other agency.

The use of Interagency Service Agreement Std. 13-A is encouraged for all interagency activity except major fire suppression support. The Std. Form 13-A is a self-invoicing form and requires no additional invoice. CAL FIRE Conservation Camps will also use CAL FIRE form FC-80 to invoice the local Caltrans office for non-emergency services rendered.

Contract Representatives

Department contacts during the term of this Agreement are as follows:

Department of Forestry and Fire Protection

Cooperative Fire Services
P. O. Box 944246
Sacramento CA 94244-2460
Phone: 916-653-8362

Department of Transportation

Division of Highway Maintenance
1120 "N" Street, Room 3203
Sacramento CA 95814
Phone: 916-654-4465

CAL FIRE and Caltrans shall assign Contract Managers in each Unit / District as necessary to manage the supplementary provisions developed under this Interagency Agreement.

EXHIBIT "B"
Budget Detail and Payment Provisions

1. Invoicing

- A. Except for the costs of immediate work performed by Caltrans to initially suppress fires that are the direct result of work by Caltrans forces, CAL FIRE agrees to reimburse Caltrans for all other labor, equipment, and material costs incurred by Caltrans in providing support assistance to CAL FIRE, out side of traffic safety support for the suppression of said work-related Caltrans fire.
- B. Caltrans and CAL FIRE Field Contact Managers should review billing documents to resolve differences before invoices are mailed.
- C. Invoices shall include the Agreement Number, the CAL FIRE order number and request number, and shall be submitted within 150 days following the release of the Caltrans resource by CAL FIRE. Invoices shall be mailed to the following:

CA Department of Forestry and Fire Protection
Attention: Department Accounting Office
Room 1550-51
P. O. Box 944246
Sacramento CA 94244-2460

- D. Invoices to Caltrans should reference the work or be on a Std. 13-A form and should be submitted each quarter or at the completion of the project. Invoices should be mailed to the following:

CA Department of Transportation
Division of Accounting, Attention: Accounts Payable
P. O. Box 942874
Sacramento CA 94274-0001

2. Cost Principles

- A. Caltrans agrees that the contract cost principles and procedures, CFR 48, Federal Acquisition Regulations System, Chapter 1, Part 31, shall be used to determine the appropriateness of individual items of cost.
- B. Caltrans further agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to state and local governments.

3. 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.

EXHIBIT "B"
Budget Detail and Payment Provisions (continued)

4. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

5. Limitation of Costs

Due to the diverse and delegated nature of this Agreement, it is impractical to encumber funds at the statewide level. Each area using the Agreement shall be expected to arrange encumbrances in keeping with projected usage. Use of this Agreement is conditional upon the availability of funding for requested support resources. The Contract Manger is responsible for encumbering funds in accordance with current policy before ordering agency resources.

EXHIBIT "C"
Special Terms and Conditions

1. APPROVAL: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. AUDIT: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. PAYMENT: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. ADVANCE PAYMENT: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. DISPUTES: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. TIMELINESS: Time is of the essence in this Agreement.

EXHIBIT “D”
Special Terms and Conditions

The following terms and conditions apply to Interagency Contracts.

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, State shall pay contractor within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, Section 927. In the event of an emergency, as defined in Section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

2. Right to Terminate (SCM 7.85)

Each agency reserves the right to terminate this agreement subject to thirty (30) days written notice to the other.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that one party fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the notification to the other agency.

In the event of termination, each agency shall pay the other for all costs and un-cancelable obligations incurred to the date of termination up to but not exceeding the maximum amount payable.