

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM - LETTER OF UNDERSTANDING
FC-31 (Rev. 4/91)

This Letter of Understanding is made and entered into by and between the California Department of Forestry and Fire Protection, State of California, hereinafter referred to as "CDF", and hereinafter called "Sponsor".

WHEREAS, the Director, CDF is authorized under Public Resources and Penal Codes to utilize inmates, wards, and residents assigned to conservation camps to perform the work of CDF, and through contracts or cooperative agreement the Director, CDF, may permit inmates, wards, or residents to be used in the performance of conservation projects which are appropriate for any other local, State, or Federal agency under policies established by the Prison Industries Authority, and

WHEREAS, the Sponsor has a need for assistance in performing such work,
NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by the Director, CDF. By so doing, with reference to any such proposals subsequently approved by the Director, CDF, Sponsor agrees to:
1. Pay for all costs directly related to and necessitated by such projects, except as follows:
 - a. Wages, salaries, and other remuneration paid to CDF employees, inmates, wards, or residents, and the cost of their support, unless mutually agreed otherwise.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such project.
 3. Obtain the approvals and permits required by any other State, Federal, or local agency necessary to commence construction or operation of such projects.
 4. Provide acceptable temporary living facilities for the duration of any such projects located more than one hour's driving time from a conservation camp for personnel, inmates, and wards actually engaged in working on such projects, as well as all transportation costs required.
 5. Hold an orientation meeting with CDF personnel at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. CDF shall select, from proposals submitted by the Sponsor, those projects meeting the priorities and resources of CDF, and shall submit to Sponsor evaluations setting forth any special requirements or conditions occasioned thereby. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CDF agrees to provide labor, crew supervision, normal transportation, food, and such tools as CDF determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp, where they will be scheduled in accordance with the priorities and resources of CDF.
- C. The Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.

The Sponsor further recognizes that the resources of CDF are limited, and the public service conservation work of CDF may be altered in priority from time to time.

Projects will be performed within the rules and regulations of CDF, which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.

The parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.

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- D. Work performed under this Letter of Understanding will be under the immediate supervision of CDF officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligation the Sponsor to expend or obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of the Sponsor.
- G. Permission to camp and perform work on lands owned or controlled by Sponsor does not in any way convey to CDF, its staff, or any persons working with CDF in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.
- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CDF to place upon the project site a sign or emblem, consistent in size and design to its surroundings, indicating the participation of CDF and the year thereof.
- I. To the extent permitted by law, CDF and Sponsor each agree to indemnify and hold harmless the other, its officers, agency, and employees from all claims, demands, or liability caused by the indemnifying party during or after completing of the project.
- J. Neither party may assign this Letter of Understanding to any interest therein without the written consent of the other party.
- K. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Letter of Understanding. Any waiver of rights by either party on any matter relating to this Letter of Understanding shall not be deemed to be a waiver on any other matter relating to this Letter of Understanding.
- L. If any part of this Letter of Understanding is found to be invalid the remainder of the Letter of Understanding shall continue in effect.
- M. This Letter of Understanding may be modified by mutual written agreement of the parties.
- N. This Letter of Understanding shall remain in effect unless terminated upon sixty (60) days written notice from either party to the other.
- O. No member of, or delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this Letter of Understanding, or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Letter of Understanding if made with a corporation for its general benefit. (Applicable only if Sponsor is an agency of the United States Government.)

IN WITNESS WHEREOF, the parties have agreed to the conditions of this Letter of Understanding as of the last date written below.

Date: _____

Date: _____

Sponsor: _____
(Name of Agency)

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

By: _____

By: _____

Title: _____

Title: _____

Address: _____
