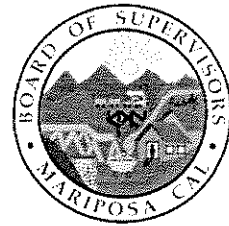


MARIPOSA COUNTY

Fire · (209) 966-4330



RESOLUTION - ACTION REQUESTED 2012-181

MEETING: April 17, 2012
TO: The Board of Supervisors
FROM: Jim Wilson, County Fire Chief
RE: Road Use Permit-Fish Camp Fire Station

Res. 12-181

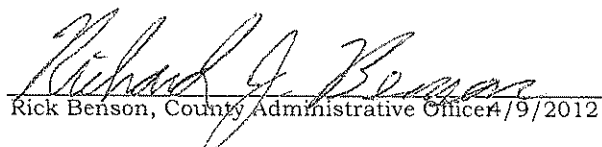
RECOMMENDATION AND JUSTIFICATION: Approve and authorize the Fire Chief to sign a proposed Road Use Permit from Sierra National Forest allowing access and egress to the new Fish Camp Fire Station. Summit Road in Fish Camp is a United States Forest Service Road. Gaining large vehicle access to the new Fish Camp Fire Station requires travel on a 2/10 mile section of Summit Road. To do so officially requires a written road use permit. All fees are waived and there is no expense associated with issuing the permit. This permit will be in force through the end of calendar year 2017.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: Not having a road use permit for Summit Road will require all fire station access to the new Fish Camp Station via County-owned Laurel Lane, which is narrow and not well suited to large vehicles.

ATTACHMENTS:
KMBT20020120402105754 (PDF)

CAO RECOMMENDATION
Requested Action Recommended


Rick Benson, County Administrative Officer 4/9/2012

Resolution - Action Requested 2012-181

RESULT: ADOPTED [UNANIMOUS]

MOVER: Kevin Cann, District IV Supervisor

SECONDER: Lee Stetson, District I Supervisor

AYES: Stetson, Turpin, Bibby, Cann, Allen

Mr. Jim Wilson of Mariposa County Fire Dept. PO Box 162 Mariposa, CA 95338
 (Name) (Address & Zip Code)

(Hereafter called the permittee) is hereby granted use of the following road(s) or road segments:



National Forest System Road 5S09 for a total of 0.2 miles on the BASS LAKE RANGER DISTRICT, subject to the provisions of this permit including clauses 1 through 20, on pages 1 through 4 for the purpose of **access and egress of Fire Apparatus from the new Fish Camp Fire Station.**

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of the permit.

- 1. **INVESTMENT SHARING RATES.** Not Applicable.
- 2-1. **WORK REQUIRED TO ACCOMMODATE PERMITTED USE.**
- 2-2. **COOPERATIVE WORK.** Not Applicable.
- 2-3. **CASH DEPOSITS REQUIRED IN LIEU OF WORK PERFORMANCE.** Not Applicable
- 2-4. **COST RECOVERY.** Not Applicable.

PAYMENT GUARANTEE. Notwithstanding the provisions of clause 1, if the permittee furnishes and maintains an acceptable payment bond in a penal sum of not less than \$ n/a guaranteeing payments for road use up to this amount, or in lieu thereof deposits in a Federal depository, through the Regional Fiscal Agent, and maintains therein negotiable securities of the United States having a market value in like sum and agreement authorizing the bond approving officer to sell or collect such securities if payment is not made within n/a () days of request therefore, the Forest Service shall permit road use in advance of cash payment up to the penal sum of such bond, or market value at time of deposit of negotiable securities; provided, that regardless of penal sum of such payment bond, or the value of such deposited securities, the permittee shall pay cash within n/a () days of request therefore, for all performed road use. If any payment is not received within n/a () days of request therefore, the Forest Service may suspend all hauling under this permit until payments due are received, and may take such action as is necessary to collect such payments from the payment guarantee surety, or by sale or collection of securities guaranteeing payments. In the event the permittee fails to make payment and collection is obtained from the surety, or from the sale or collection of the deposited securities, the Forest Service may thereafter require the permittee to make payments in advance of road use.

This permit is accepted subject to all of its terms and conditions.

ACCEPTED		Jim Wilson	Date: <u>3-30-12</u>
Permittee (Name and Signature)			
APPROVED			Date: <u>4/30/12</u>
Issuing Officer (Name & Signature)		Title: District Ranger	

3. **USE PLANS.** Prior to work each year this permit is in effect, permittee shall notify the District Ranger in writing of the approximate time when such use will commence, the anticipated duration of such use, the names and addresses of permittee's contractors or agents who will use the road on behalf of permittee, the estimated extent of use, and such other information relative to permittee's anticipated use as the Forest Service may from time to time reasonably request. If and when during the year there is any significant change with respect to the information so supplied by permittee, the permittee will notify the District Ranger promptly in writing of such change. The District Ranger will approve plans and changes before use may commence.

4. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county and municipal laws, ordinances or regulations which are applicable to the area or operations covered by this permit.

5. **USE NONEXCLUSIVE.** The privileges granted in this permit to use this road are not exclusive. The Forest Service may use this road and authorize others to use it at any and all times. The permittee shall use said road in such manner as will not unreasonably or unnecessarily interfere with the use thereof by other authorized persons, including Forest Service.

6. **RULES GOVERNING USE.** The permittee, its agents, employees, contractors or employees of contractors, shall comply with all reasonable rules prescribed by the Forest Service for control and safety in the use of this road and to avoid undue damage to the road. Such rules will include:

(1) Upon reasonable notice, closing the road or restricting its use when, due to weather conditions or the making of alterations or repairs, unrestricted use would in Forest Service judgment, cause excessive damage, or create hazardous conditions;

(2) Upon reasonable notice, closing the road during periods when, in Forest Service judgment, there is extraordinary fire danger;

(3) Traffic controls, which in Forest Service judgment are required for safe and effective use of the road by authorized users thereof;

(4) Prohibition upon the loading of logs on trucks while such trucks are standing on the roadway surface, except to recover lost logs; and

(5) Prohibition on the operation on this road of any vehicles or equipment having cleats or other tracks, which will injure the surface thereof;

(6) Prohibition on the operation of log-hauling vehicles in excess of legal highway loads in the State).

If permittee acquires a special permit from the State and adds a sixth tag axle to a five axle truck, the following restrictions will apply: The weight limit can be increased to 88,000 lbs. provided that the length is extended to a minimum of 57 feet. This length is measured from the center of the front axle to the center of the last axle. The maximum length of any vehicle using Forest Development roads is 75 feet in total length including cargo, unless a Forest Service permit authorizes additional length.

(7) Regulation of the number of vehicles so as to prevent undue congestion of this road.

(8) The permittee shall not use an "active ingredient" as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (86 Stat. 973), in violation of said act on the land described in this permit.

(9) Other - Specify (Optional)

7. **INSURANCE.** Permittee or his contractors and assigns shall be required to carry public liability and property damage insurance for the operation of vehicles in the amounts established by applicable State laws, cooperative agreements, or easements issued on the subject road or roads. In any event, the permittee must carry liability insurance and property damage insurance of not less than \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons, and \$100,000 for damage to property. The permittee itself shall be responsible for furnishing to the District Ranger proof of satisfactory insurance when said insurance is to be furnished by other than the permittee. Proof of satisfactory insurance may be required by the District Ranger prior to hauling over the road(s) and will be for the duration of the permit and such insurance policy shall bear an endorsement requiring the issuing company to give 10 days prior written notice to the District Ranger, of cancellation or material change.

8. **MAINTENANCE.** The permittee shall bear the expense of maintenance proportionate to his use. This expense will be borne by

Mariposa County Fire Department

When deposit or payments are required in lieu of performance of maintenance the rate will be n/a which is agreed to be the cost of such works; the deposits or payments to be made at such times and in such amounts as requested by the District Ranger. Provided, however, that the rate shall be revised upward or downward on n/a of each year hereafter, based on estimated costs and uses anticipated; Provided further, that payment shall not relieve the permittee from liability for repair of damages due to carelessness or negligence on its part or on the part of its contractors or agents.

Maintenance shall be performed in accordance with Forest Service specifications or requirements for maintenance as hereinafter listed, or as may be mutually agreed upon from time to time and shall consist of (1) current maintenance as necessary to preserve, repair, and protect the roadbed, surface and all structures and appurtenances, and (2) resurfacing equivalent in extent to the wear and loss of surfacing caused by operations authorized by this permit.

8a. **MAINTENANCE REQUIREMENTS AND SPECIFICATIONS.** (Specify)

All road maintenance activities approved and included in this permit have been designed to support dry weather use only. Additional road maintenance activities required to support wet weather use must be approved by the Forest Service and completed prior to use of roads during wet weather conditions. Permittee's operations shall be conducted in a workmanlike and orderly like manner. Damages resulting from permittee's operations due to failure to perform required work shall be repaired by permittee.

9. **PERFORMANCE BOND.** Not Applicable.

10. **FIRE PREVENTION AND SUPPRESSION.** The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a permit from the Forest Service.

11. **DAMAGES.** The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and promptly upon demand shall pay the United States for any damage resulting from negligence, or from violation of the terms of this permit or of any law or regulation applicable to the National Forests, by the permittee, or by his agents, contractors, or employees of the permittee acting within the scope of their agency, contract, or employment.

12. **OFFICIALS NOT TO BENEFIT.** No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise wherefrom unless it is made with a corporation for its general benefit.

13. **OUTSTANDING RIGHTS.** This permit is subject to all outstanding rights.

14. **SUSPENSION.** Upon the failure of the permittee, its agents, employees or contractors to comply with any of the requirements of this permit, the officer issuing the permit may suspend operations in pursuance of this permit.

15. **TERMINATION.** This permit shall terminate on **December 31, 2017** unless extended in writing by the Forest Service. It may be terminated upon breach of any conditions herein.

16. **DISPUTES.** Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations in 36 CFR 251, Subpart C, or revisions thereto.

17. **ADMINISTRATIVE OFFSET.** Pursuant to 31 U.S.C. 3716 and 7 CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States under this permit to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entity's responsibility for a commercial debt or delinquent consumer debt owed the United States may be disclosed to consumer or commercial credit reporting agencies.

18. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

19. **SAFETY.** Unless otherwise agreed in writing, when Permittee's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Permittee shall provide the use with adequate warning of hazardous or potentially hazardous conditions associated with Permittee's Operation. Permittee and Forest Service shall agree to a specific traffic control plan for each individual project prior to commencing operations. Devices shall be appropriate to current conditions and shall be covered or removed when not needed. Except as otherwise agreed, flagger and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), and in specifications attached hereto.

20. **SNOW REMOVAL.** There shall be no snow removal without the prior approval of the Forest Service.