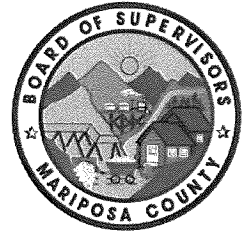


MARIPOSA COUNTY

Public Works · 209 966 5356



RESOLUTION - ACTION REQUESTED 2021-242

MEETING: May 4, 2021
TO: The Board of Supervisors
FROM: Mike Healy, Public Works Director
RE: Post Fire Emergency Facility Use Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve an Emergency Use Agreement with CalFIRE for Airport Facility Use for Post Fire Emergency Hose Washing Activity When Available at a Rate of \$200.00 Per Day; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement will formalize the Daily Airport Rental cost for a section of the tie-down area, when available, for the by our local Mariposa CalFIRE wash hoses after an Emergency Fire Event.

The term of this agreement will be from May 1, 2021 through December 31, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has accommodated this necessary post Fire Emergency event activity in the past and this agreement will serve to formalize the cost per day, area of operational activity and availability restrictions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this agreement not be approved the local unit will seek to identify another location and revenue to the Airport will be lost.

FINANCIAL IMPACT:

This item will generate much needed revenue for the County Owned Mariposa-Yosemite Airport

ATTACHMENTS:

Mariposa_Yosemite_Airport_LU (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15)

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: County of Mariposa

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the Madera Mariposa Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency Incident Base – Hose Washing.

1. DESCRIPTION OF FACILITIES:

Mariposa-Yosemite Airport located at 5020 Macready Way Mariposa Ca 95332. Airport facilities to be used as a Washing station. Cost for the use of the tie-down area is on a per day basis in whole day increments with no Partial day rate. Cost to cover use of the tie-down area and water to wash fire hose. Use of the airport facility is subject to availability.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 200.00 . The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 05/01/21 and shall end on or before 12/31/2021 (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All Utilities as available.

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Mike Healy **TELEPHONE NUMBER:** 209-966-5356

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15) (Reverse)

7. LOSS, DAMAGE, OR DESTRUCTION: The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.

The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. HOLD HARMLESS: To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. SUBROGATION WAIVED: To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (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 thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

11. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

12. CHILD SUPPORT WITHHOLDING DISCLAIMER: Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER

**DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

BY: Marshall Long

BY: Mara Zaver

TITLE: Board Chair, Mariposa County


TITLE: Assistant Chief

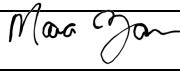
DATE: 05/05/2021

DATE: 4/13/2021

NAME: Marshall Long

NAME: Mara Zaver

SIGNATURE: 

SIGNATURE: 

STREET ADDRESS: 5100 Bullion Street
Mariposa, CA 95338

STREET ADDRESS: 5366 Highway 49 North

TELEPHONE: 209-966-3222

TELEPHONE: (Night) _____

TELEPHONE: 209-966-3622
:

TELEPHONE: 209-966-3803
(Night) _____

Approved as to Legal Form:

 *Steven W. Dahlem*

zorrosign 792D391679

Steven W. Dahlem, County Counsel
Mariposa County