

DEPARTMENT: Fire Protection

BY: Jim Wilson, Fire Chief
PHONE: 966-4330

RECOMMENDED ACTION AND JUSTIFICATION:

Authorize the Board Chair to sign the renewal of the Reciprocal Fire Protection Agreement between the USDI National Park Service and Mariposa County.

This is a renewal of the agreement that has been in effect for fifteen years and provides for first response fire protection and dispatch service for County residents and property in the communities of El Portal, Foresta, Yosemite West and Wawona. In addition, it provides for automatic aid to incidents in Fish Camp and the Merced River Canyon from the Park boundary to Briceburg.

There are two changes from the previous agreement in this renewal:

1. Article III Section C4 anticipates inclusion of a two bay fire station in the new Yosemite Institute/Nature Bridge facility to be constructed adjacent to Yosemite West. For the first time, this project will enhance Yosemite West with ISO-compliant fire protection. Combined with the current water distribution system, the addition of a fire station and volunteer staffing provided by employees of Nature Bridge should lower the ISO rating from 10 to 5. This item requests MCFD agree to maintain the fire station portion of the building.
2. Article VI Section B increases the amount in years four and five of the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board has approved this agreement in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Cancel first response fire and rescue service to County responsibility communities that interface with Yosemite National Park.

Financial Impact? () Yes (x) No Current FY Cost: \$25,000 Annual Recurring Cost: \$25,000
 Budgeted In Current FY? (x) Yes () No () Partially Funded
 Amount in Budget: \$ _____ List Attachments, number pages consecutively _____
 Additional Funding Needed: \$ _____ [1-6] Agreement _____
 Source: _____
 Internal Transfer _____
 Unanticipated Revenue _____ 4/5's vote _____
 Transfer Between Funds _____ 4/5's vote _____
 Contingency _____ 4/5's vote _____
 () General () Other _____

CLERK'S USE ONLY:

Res. No.: 11-365 Ord. No. _____
 Vote - Ayes: 4 Noes: _____
 Absent: [Signature]
 Approved
 Minute Order Attached No Action Necessary

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
 Comments: _____

The foregoing instrument is a correct copy of the original on file in this office.
 Date: _____
 Attest: MARGIE WILLIAMS, Clerk of the Board
 County of Mariposa, State of California
 By: _____
 Deputy

CAO: [Signature]

Fire Pro - Misc

RES. NO. 11-365

ORIGINAL

**Reciprocal Fire Protection Agreement
between
The United States Department of Interior
National Park Service
and the
County of Mariposa**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Yosemite National Park (hereinafter "Park"), and the County of Mariposa acting through its Chair of the Board of Supervisors.

ARTICLE I— BACKGROUND AND OBJECTIVES

The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires on lands within the Park's boundaries, including El Portal, within the County of Mariposa, and in the immediate surrounding area.

Currently the NPS is primarily responsible for providing fire prevention, detection, and suppression on federally owned land within the Park. The Mariposa County Fire Department is primarily responsible for providing fire prevention, detection, and suppression within the County of Mariposa and in the immediate surrounding area (including non-federally owned land within the Park's boundaries).

ARTICLE II— AUTHORITY

This Agreement is entered into under the authority of 42 U.S.C. § 1856a (1994).

ARTICLE III— STATEMENT OF WORK

A. The NPS agrees to:

1. Provide initial attack on structural fires in Yosemite West, with up to three Type I engines.
2. Provide initial attack on structural fires in Foresta, with up to three Type I engines.
3. Provide automatic aid to Fish Camp in cases of structural fires or other emergencies with up to two Type I, II, or III engines.
4. Provide (1) Type I structural fire engine in Wawona and (2) Type I or II engines in El Portal for protection of County residents.
5. Provide a rescue vehicle or fire engine with auto extrication equipment in Wawona and El Portal for dispatch to vehicle accidents when requested by the county.

6. Provide command, control, and leadership for Engine Company #2 in Wawona, and Engine Company #1 and Engine Company #34 in El Portal.
7. Strive to provide a minimum of seven persons qualified as firefighters residing in El Portal, and a minimum of seven such persons residing in Wawona.
8. Provide structural fire dispatching for El Portal, Foresta, Wawona, Yosemite West and the rest of the Park.
9. Provide structural fire response and extrication and rescue response for motor vehicle accidents in the El Portal area along the Merced River Corridor as far as Briceburg.
10. Furnish automatic emergency assistance in the Merced River corridor as far west as Briceburg for structural fires and motor vehicle accidents. Provide emergency assistance beyond Briceburg at the county's request. The Park will determine the appropriate equipment to dispatch.
11. Provide command for structural fires and motor vehicle accidents in Foresta, Wawona, Yosemite West, El Portal, and the Merced River Corridor as far as 11 miles west of El Portal (Old Richardson's Hotel), and the rest of the Park.
12. Furnish a firehouse, including utilities, for the El Portal fire and rescue response vehicles.
13. Provide assistance and cooperation with fire training for county firefighters.

B. The County of Mariposa agrees to:

1. Furnish structural fire suppression resources for Yosemite West, if required, beyond the engines provided by the Park.
2. Provide fire cause investigation and scene security of structural fires occurring in non-NPS owned buildings inside the Park, including El Portal.
3. Provide evacuation measures, if required, at Yosemite West and El Portal.
4. Provide engine coverage for Wawona when the Park engine is dispatched to an incident in Yosemite West.
5. Provide emergency assistance to the Park, Wawona, El Portal and the Merced River Corridor, Foresta, and Yosemite Valley, as requested by the Park.
6. Provide assistance and cooperation with fire training for Park firefighters.
7. Strive to provide for a minimum of seven County volunteer firefighters signed on by the County and covered by the County's worker's compensation program, to serve with the Park's Wawona Engine Company #2.
8. Strive to provide for a minimum of seven County volunteer firefighters signed on by the County and covered by the County's worker's compensation program, to serve with the Park's El Portal Engine Company #1.
9. Furnish turnout gear and other required personal protective equipment meeting Federal and State OSHA requirements, including helmets, turnouts, boots, shrouds, and gloves for county firefighters.

10. Provide one County-owned Type I or Type II fire engine for Engine Company #34 at El Portal if needed because a NPS owned engine is unavailable, along with maintenance, repairs, gas, and lubricants for the engine. The County will outfit the engine with radio, hoses, ladders, SCBA's, and other equipment to meet the ICS standards for the engine. The County will also provide one high volume/low-pressure portable pump and one positive pressure ventilation fan for the El Portal fire station. The County will maintain and test the equipment in accordance with manufacturer's recommendations.
11. Provide payment to the Park of the sum of \$2,000.00 per year specifically for equipment maintenance and replacement, facility modification, Rescue 1 maintenance and tire replacement, Jaws-of-Life accessories, SCBA testing, SCBA bottle testing, and training supplies. These funds will be used for whatever station equipment needs work or replacement. Tentative expenditures shall be agreed to at the annual meeting between the Park and the County.

C. The parties further agree as follows:

1. Each party shall provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency. At least once a year, or more often if necessary, each party shall provide the other party with an updated list of such persons and telephone numbers.
2. Provide mutual assistance to each other in cases of major emergencies beyond that provided for above, when critical needs arise and the response capability is available. The Park and the County shall bear their own expenses in such circumstances.
3. After notifying the other party of a fire's discovery, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.
4. Each party acknowledges that the NPS, in cooperation with Nature Bridge (Yosemite Institute), intends to construct a fire station at Henness Ridge as part of a new Yosemite Institute Educational Campus. The intent of the fire station will be to provide fire and emergency services to Yosemite West and the Park in cooperation with the Mariposa County Fire Department. Each party acknowledges that county funds obtained through this agreement can be used for the operation and maintenance (O&M) of the station, apparatus and equipment. Each party further acknowledges that this agreement will be revised prior to the construction of the fire station and that it will include adequate funding to provide for the aforementioned O&M.
5. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Nothing in this Agreement shall be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV— TERM OF AGREEMENT

- A. This Agreement shall supersede any existing fire related Agreements between the Park and the County.
- B. This Agreement shall be effective as of November 1, 2011, and shall continue in effect until November 1, 2016.
- C. This Agreement will be reviewed annually, prior to the start of the County's fiscal year, to determine if modifications are needed, and funding is available. The Park's obligations under this Agreement shall be subject to the availability of funds. This Agreement may be amended by the mutual written consent of the parties.

ARTICLE V— KEY OFFICIALS

All communications and notices regarding this Agreement shall be directed to the following key official(s) for each party:

A. For the NPS:

Superintendent
Chief Fire Management Officer
Yosemite National Park
P.O. Box 577
Yosemite N.P., CA 95389

B. For the County of Mariposa, California:

Chair, Mariposa County Board of Supervisors
Mariposa County Fire Chief
P.O. Box 784
Mariposa, CA 95338

ARTICLE VI— PAYMENT

- A. Each year between July 1 and October 31 during the term of this Agreement, the County shall pay to the Park an amount to cover the administrative costs of providing the services described in this Agreement to Fish Camp, Wawona, Yosemite West, Foresta and El Portal including the Merced River Corridor as far as Bryceburg.
- B. It is agreed that for the first three (3) years of this Agreement, the amount will be \$25,000.00 per year. In years four through five (4-to-5), the amount will increase to \$30,000. Of these amounts, \$2,000.00 is designated for the specific uses listed in Section III. B. 11 above.
- C. Payment shall be made by the County to the Park Fiscal Office in El Portal on or before October 1 of each year that this Agreement is in effect.

ARTICLE VII— REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

ARTICLE VIII— PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the County of Mariposa during the performance of this Agreement shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE IX— MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this Agreement.
- C. In the event that the County terminates this Agreement in mid-year, the County shall pay the Park a prorated portion of the current Agreement year amount after receipt from the Park of a bill of collection.

ARTICLE X— STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of USDI-Civil Right Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions

The County of Mariposa shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the County of Mariposa represents. No release of information relating to this Agreement may state or imply that the Government approves of the County of Mariposa's work product or considers the County of Mariposa's work product to be superior to other products or services.

C. Public Information Release

The County of Mariposa must obtain prior Government approval from the Superintendent of Yosemite National Park for any public information release which refers to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

ARTICLE XI—SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: Charles Giverton
Name: Don Neubacher
Title: Acting Superintendent
Yosemite National Park
Date: 8/3/2011

FOR THE COUNTY OF MARIPOSA, CALIFORNIA

Signature: Jim Allen
Name: Jim Allen
Title: Board Chair
Mariposa County
Date: 1-27-11

Approved as to Form:

Steve W. Dahlem
Steve Dahlem
County Counsel