

# MARIPOSA COUNTY

Public Works · 209 966 5356



## **RESOLUTION - ACTION REQUESTED 2018-15**

MEETING: January 9, 2018  
TO: The Board of Supervisors  
FROM: Mike Healy, Public Works Director  
RE: Approve an Agreement with the NPS for As-Needed Snow Removal Services

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve an Agreement with the National Park Service for As-Needed Snow Plowing Services for Yosemite West; and Authorize the Public Works Director to Sign the Agreement.

At certain points of the winter snow plowing season larger snow plowing / snow blowing equipment that the County does not have in its equipment inventory would be more cost effective to employ. In discussions with the Park Service they have agreed to assist in this regard on a per hour cost basis for use of their larger more efficient equipment on an as-needed basis upon request by the County. This agreement will allow the Public Works Department to contract for these services when needed and when cost effective.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The County does contract for snow removal services such as in Fish Camp.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Facilities Division would not be able to take advantage of cost cutting and more efficient equipment use during the winter season.

### **FINANCIAL IMPACT:**

**There will be no financial impact to the County as the costs for these services are paid from the Yosemite West Road Funds.**

### **ATTACHMENTS:**

MOA YOSE Mariposa Public Works DRAFT v2jllwellnedits (DOCX)  
Yose RT Winter OPS DRAFT (DOCX)

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
YOSEMITE NATIONAL PARK

AND

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

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 Mariposa County, a political subdivision of the State of California, acting by and through its Department of Public Works (hereinafter "PUBLIC WORKS"), for the purpose of establishing an AGREEMENT for the provision of road snow removal by the NPS for PUBLIC WORKS for the .7 mile section of Henness Ridge Road from Highway 41 to the entry of Yosemite West Subdivision, in order to maintain access to the Yosemite West Subdivision, on a billable cost recovery reimbursable basis paid by Mariposa County to the NPS.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

WHEREAS, PUBLIC WORKS seeks the support of the NPS and its roads snow removal equipment to keep the Henness Ridge Road access to Yosemite West subdivision cleared and accessible to residents, the public, and emergency and public safety services during winter months and large snow events, and;

WHEREAS, NPS is willing to provide its support, staff time, and snow removal equipment on a billable cost recovery reimbursable basis, and;

WHEREAS, PUBLIC WORKS has requested the NPS to provide those services on a billable cost recovery reimbursement basis AGREEMENT, and:

WHEREAS, PUBLIC WORKS and the NPS have the authority to enter into this AGREEMENT and believe it is in their mutual interest, as well as for the safety and well-being of the residents of Yosemite West and the general public, to do so.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

**ARTICLE II -AUTHORITY**

54 U.S. Code § 101704 - Reimbursable agreements

(a) In General.—In carrying out work under reimbursable agreements with any State, local, or tribal government, the Secretary, without regard to any provision of law or a regulation—

(1) may record obligations against accounts receivable from those governments; and

(2) shall credit amounts received from those governments to the appropriate account

(Pub. L. 113–287, § 3, Dec. 19, 2014, 128 Stat. 3137)

### **ARTICLE III – STATEMENT OF WORK**

#### **A. NPS AGREES:**

1. All work performed by NPS shall be performed in accordance with all state and federal laws, regulations, policies, procedures, and standards.
2. To provide Henness Ridge Road snow removal services and equipment from November to April at a level of services and equipment, as detailed in ATTACHMENT A, to be agreed upon and coordinated between the NPS and PUBLIC WORKS.
3. Maintain flexibility to adjust the level of services and equipment as needed.
4. Monthly will submit to PUBLIC WORKS a detailed Bill Of Collection for cost recovery reimbursement for services and equipment provided for the preceding calendar month, or portion thereof.

#### **B. PUBLIC WORKS AGREES:**

1. To regularly coordinate with the NPS on the type of services and equipment needed, as detailed in Attachment A, in order to keep Henness Ridge Road clear based upon snow and ice levels and winter storm events.
2. Continue to be the point-of-contact for Yosemite West Subdivision owners and residents on all Henness Ridge Road inquiries. Henness Ridge Road is not the NPS responsibility and is not an NPS road, and historically it was created for, and has been the responsibility of, the Yosemite West Subdivision.
3. PUBLIC WORKS upon receipt of a cost recovery monthly Bill Of Collection from the NPS for services performed, as detailed in Attachment A, will remit payment within 90 days of receipt pursuant to:
  - 54 U.S. Code § 101704 - Reimbursable agreements

##### **(b)When Amounts Shall Be Credited.—**

Amounts shall be credited within 90 days of the date of the original request by the Service for payment.

#### **C. The Parties AGREE:**

1. All applicable laws, rules and policies relating to the use of appropriated federal funds shall apply notwithstanding other provisions of this Agreement
2. Coordinate closely on Public Work's request for, and the NPS provision of, all necessary services.
3. Establish and maintain a communications protocol and plan.

#### **ARTICLE IV – LIABILITY**

The NPS will:

Be responsible, to the extent allowed by the Federal Tort Claims Act, 28 U.S.C. § 1346 et seq., for claims against the United States for injury or loss of property, or personal injury or death resulting from the negligent or wrongful act or omission of its employee(s) while acting within the scope of his or her employment and within the scope of this Agreement.

#### **ARTICLE V – TERM OF AGREEMENT**

This Agreement will be effective for a period of five years from the date of the final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows.

#### **ARTICLE VI - KEY OFFICIALS**

A. Key Officials are essential to ensure maximum coordination and communication between the Parties and the work being performed. They are:

**For the NPS:**

**a) Primary Park Contact**

Gene Smith  
Branch Chief, Roads & Trails  
Facilities Management Division  
El Portal, CA 95318  
E -mail: gene\_smith@nps.gov  
Telephone: (209)379-1075

**b) Official Signatory**

Mike Reynolds  
Superintendent  
Yosemite National Park  
P.O. Box 577  
Yosemite, CA 95389  
E-mail: chip\_jenkins@nps.gov  
Telephone: (209)372-0201  
Facsimile: (209)372-0220

**For PUBLIC WORKS:**

**a) Primary PUBLIC WORKS Contact**

Mike Healy  
Mariposa County  
Director, Mariposa Public Works  
4639 Ben Hur Road  
Mariposa, CA 95338  
Telephone: (209)966-5356  
Facsimile: (209)966-2628

**b) Official Signatory**

Mike Healy  
Mariposa County  
Director, Mariposa Public Works  
4639 Ben Hur Road  
Mariposa, CA 95338  
Telephone: (209)966-5356  
Facsimile: (209)966-2628

- A. Communications – PUBLIC WORKS will address any communication regarding this Agreement to the Primary Park Contact with a copy to the Superintendent. Communications that relate solely to routine operational matters described in the current work plan may also be sent to the Primary Park Contact.
- B. Changes in Key Officials - Neither the NPS nor PUBLIC WORKS may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include sufficient information on the change in Key Officials, dates of change, contact information, etc. Any permanent change in key officials will be made only by modification to this Agreement.

**ARTICLE VII – 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 will meet promptly to discuss the reasons for the notice and to try to resolve any issues.
- C. Unless terminated pursuant to sections A – B in Article VII of this Agreement, the parties agree to meet prior to the final year of this Agreement to discuss renewal and potential modifications for a subsequent Agreement, which shall commence after the term of this Agreement ends as stipulated in Article V.

**ARTICLE XI – STANDARD CLAUSES**

**A. Civil Rights**

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. Paragraphs §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. Paragraphs 2000 f et seq.); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. Paragraphs 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

**B. Public Information Release**

PUBLIC WORKS must obtain prior Government approval from the Superintendent of the 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 XII – SIGNATURES**

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

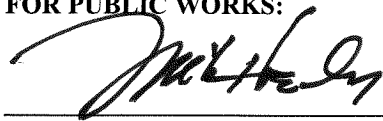
**FOR THE NATIONAL PARK SERVICE:**

  
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**Mike Reynolds  
Superintendent**

Date: 4/12/18

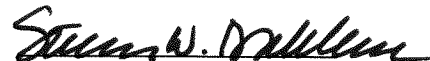
**FOR PUBLIC WORKS:**

  
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**Mike Healy  
Director of Public Works and Transportation**

Date: 3-21-18

**County:**

  
\_\_\_\_\_  
**Steven W. Dahlem  
County Counsel**

Date: 3-20-18

**ATTACHMENT A**  
**SNOW REMOVAL SERVICES AND EQUIPMENT COSTS**

**COSTS**

1. Large Blowers - \$485 per hour/typically takes 2-4 hours depending on storm and build up
2. Grader with ice blades - \$125 per hour
3. Plow/Sander - \$135 per hour/If NPS is responsible we would incorporate into daily route and charge accordingly.
4. Sand \$48 per yard delivered to Valley/Wawona Road Yards – 2 yards per sanding shift if required/requested by LE

Prices include operator, overtime, fuel, maintenance, cutting edges and tire chains.

**SNOW REMOVAL SERVICES**

Work load depends heavily on winter conditions, back to back storms, rising and lowering snow levels, extended periods of freezing etc.

Heness Ridge Road receives heavy snow levels and freezing with similar working conditions as Badger Road.

This work will be prioritized after Hwy 41 and Badger Roads are completed. Snow removal equipment is extremely high maintenance and subject to frequent breakdowns delaying services at times.

The best approach would be for Yosemite West/PUBLIC WORKS to handle normal operations on the road and NPS would supply blower as requested at the agreed upon amounts.

This estimate is for Henness Ridge Road to the mail boxes only (.7 miles). NPS does not have equipment in the area to safely proceed into the housing area.