

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-7

Urgent

Routine

AGENDA DATE October 4, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter into an Agreement with the State of California Department of Forestry and Fire Protection for Emergency Use of Facilities in Frank Raines Regional Park

STAFF RECOMMENDATIONS:

1. Approve an Agreement with the State of California Department of Forestry and Fire Protection for Emergency Use of Facilities in Frank Raines Regional Park.
2. Authorize the Director of Parks and Recreation, or her designee, to sign the agreement with the State of California Department of Forestry and Fire Protection.
3. Authorize the Director of Parks and Recreation, or her designee, in the case of a fire event, to negotiate and accept incident recovery compensation from the State of California Department of Forestry and Fire Protection for the use of Frank Raines Regional Park as an incident base.

FISCAL IMPACT:

There is no fiscal impact to the County associated with entering into this Agreement. In the case of a fire event, the State of California Department of Forestry and Fire Protection will compensate Stanislaus County for the use of Frank Raines Regional Park as an incident base.

BOARD ACTION AS FOLLOWS:

No. 2011-562

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter into an Agreement with the State of California Department of Forestry and Fire Protection for Emergency Use of Facilities in Frank Raines Regional Park

DISCUSSION:

Located in Western Stanislaus County, Frank Raines Regional Park (FRRP) is a recreational destination for off road vehicle use, hiking, camping and other outdoor activities. FRRP contains 34 full hook-up campsites along with restrooms, shower facilities and an air-medical helicopter landing pad. This infrastructure along with the Recreation Hall building make FRRP a suitable location for the State of California Department of Forestry and Fire Protection fire fighting incident base.

An incident base is a location used to organize and replenish resources such as firefighting equipment and personnel. This location could be used to stage firefighting efforts and provide for fire crews' physical needs such as rest, food, water, clothing, or medical attention. In July 2003, fire incident #CASCU 002846 damaged 1,600 acres of the Off Highway Vehicle parklands, however, all building and infrastructure were undamaged. During this event, FRRP was used as an incident base and this Agreement allows for the Department of Forestry and Fire Protection to develop appropriate emergency plans incorporating this site for future fire events.

POLICY ISSUES:

Approval of this Agreement is consistent with the Board's priorities of A Safe Community and Effective Partnership by ensuring that the State and County collaborate in the development of emergency plans for a fire incident in Western Stanislaus County.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Parks and Recreation

Telephone: 209-525-6770

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: Stanislaus County

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in the 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.2d 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 Santa Clara Unit of the California Department of Forestry and Fire Protection for use as Incident Base

1. DESCRIPTION OF FACILITIES:

Frank Raines Park:

Use of the entire Frank Raines Park for an Incident Base.

* Rates to be negotiated on a per incident basis to insure that all costs are recovered by Stanislaus County.

** This agreement will be reviewed on an annual basis by the parties and will continue to be in effect unless Amended or revoked.

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

3. **TERM:** This agreement shall commence on 03-07-2011, and shall end on or 05-01-2016 before _____ (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: NONE

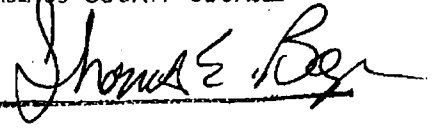
State will provide all service, utilities, maintenance, and supplies to support the incident base.

5. **SERVICE:** Owner shall provide the state with the name, address and the 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 _____ TELEPHONE NUMBER _____

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 1/93) (reverse)

APPROVED AS TO FORM
STANISLAUS COUNTY COUNSEL
BY



- 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.

- 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.

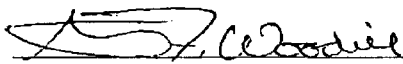
- 8. **HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful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

OWNER

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

BY: _____
TITLE: _____
DATE: 05/01/2011
NAME: Stanislaus County
SIGNATURE: _____
STREET ADDRESS: 1010 10th Street, Suite
6800, Modesto, Ca.
TELEPHONE: 209-525-6333
TELEPHONE: (Night) _____

BY: Albert Ybarra
TITLE: Fire Captain
DATE: 05/01/2011
NAME: CAL-FIRE / Santa Clara Unit
SIGNATURE: 
STREET ADDRESS: 15670 Monterey Street
Morgan Hill, Ca.95037
TELEPHONE: 209-892-5781
TELEPHONE: (Night) 209-892-5781

