

FRESNO AIR ATTACK BASE
AND
EMERGENCY COMMAND CENTER
OPERATIONS AND MAINTENANCE AGREEMENT
between
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
and
USDA-FOREST SERVICE
SIERRA NATIONAL FOREST

This Operations and Maintenance Agreement is entered into this 1st day of October, 1993 by and between the California Department of Forestry and Fire Protection, hereinafter known as CDF, and the USDA Forest Service, Sierra National Forest, hereinafter known as FS, in accordance with the provisions of the Master Cooperative Fire Protection Agreement executed January 1, 1992 by the USDA, Forest Service, Region 5 and the State of California, Department of Forestry and Fire Protection; the provisions of the Act of June 30, 1914, 16 USC 498 and Public Law 94-148, 16 USC 565a-1-3; the Act of April 24, 1950, 16 USC 572 and 589a; and the Act of May 27, 1955, 42 USC 1856-1856D.

I. SCOPE

The purpose of this agreement shall be to define the joint operation and maintenance of the Fresno Air Attack Base and the co-located operation of the Fresno Emergency Command Center by the FS, Sierra National Forest; and CDF, Fresno/Kings Ranger Unit. It is the intent of this agreement to define the responsibility of each agency in the routine operation and maintenance of the above facilities. This includes staffing and the daily operational and maintenance costs. Any items not covered in this agreement must be mutually agreed upon and have the appropriate cost share determined by the parties and shall be incorporated herein by amendments.

II. MUTUAL BENEFIT

CDF and FS entered into a Memorandum of Understanding (MOU) dated March 6, 1990 for the reconstruction of a joint facility at the Fresno Air Attack Terminal for use as a FS/CDF Air Operations Base and Emergency Command Center. The primary basis for the relationship between the parties is that this joint operation provides the most efficient use of personnel, facilities and equipment which in turn allows an overall savings to the public. Further, this cooperation facilitates the coordination of efforts in preventing and controlling wildfires on National Forest lands and State Responsibility Area lands.

IN CONSIDERATION of the above premises, the parties hereto agree as follows:

III. The Forest Service shall:

1. Permit CDF to use and occupy a portion of real property under lease from the city of Fresno, consisting of approximately 529,777 square feet located in the Fresno Air Terminal Redevelopment Area. The lease, as recorded March 11, 1991, and as document no. 91028362 between the City of Fresno, referred to as Lessor herein, and the Forest Service, is incorporated by reference as part of this agreement. Lease cost sharing shall be on a square foot basis as shown in Exhibit A.

2. Notify CDF of any negotiations with the City of Fresno pertaining to any revisions to the lease described in III.1. above.

Provide CDF 6 months notice prior to notification to lessor that the FS does not intend to renew the lease described in III.1.

3. Bill the CDF as outlined herein and in advance for CDF's share of the annual rent and any other costs related to the leasing of said parcels. Billing shall be based upon the annual rental to be paid to the City of Fresno by the FS for that portion of the leased parcels actually used or shared by CDF.
4. Inform CDF prior to the end of August each year of the rental amount required for the next 12 month period, from October through September.
5. Bill CDF at least annually, in arrears, for its prorated share of operating and maintenance costs as identified in Section V and VI. FS will pay for utilities; electricity, gas, water and sewer. FS will also pay for pest control.
6. Add current overhead assessment to all costs billed CDF for the operation and maintenance of the Fresno Air Attack Base, Emergency Command Center Facility, and related improvements. No administrative overhead charge will be applied against the lease cost.
7. Billings shall be sent, with appropriate support documentation to:

CDF Fresno-Kings Ranger Unit
ATTN: Administrative Division Chief
210 S. Academy Ave.
Sanger, CA 93657
8. FS shall not sublet the described premises without consent of CDF.
9. CDF cost of this agreement shall not exceed \$65,100 for the period of 10/01/93 through 09/30/94. This cost shall be adjusted by amendment to this Agreement if actual expenses and CDF's prorated share exceeds the estimated amount shown here.
10. Reimburse CDF its share of the operating and maintenance costs as described in Section V and VI. Payments shall be make as states in number 7.

IV. CDF shall:

1. Pay in advance upon receipt of invoice from the FS its prorated share of the annual lease rent and related costs of the parcels described in III.1 above.
2. Reimburse FS its share of the operating and maintenance costs as described in Section V and VI. Payments shall be made as follows:

USDA Forest Service, SNF TR-15
PAC SW REGION FILE A 31381
P.O. Box 6000
San Francisco, CA 94160-1381

3. Obtain prior written permission of FS and Lessor before subletting the described premises.
4. Bill FS at least annually, in arrears, for its prorated share of operating and maintenance costs as identified in Sections V and VI. CDF will pay for; photocopiers, janitorial, gardening and miscellaneous operating expenses.

5. Add current overhead assessment to all costs billed FS for the operation and maintenance of the Fresno Air Attack Base, Emergency Command Center Facility, and related improvements.

6. Billings will be sent, to the Forest Service, with appropriate support documentation as stated in number 2.

V. Payment of Operating and Maintenance Costs

1. As outlined in this agreement the FS and CDF agree to the following cost share:

	<u>FS</u>	<u>CDF</u>
Site Maintenance	50%	50%
Emergency Command Center	45%	55%
Air Attack Base	50%	50%

VI. Operating and Maintenance Costs

1. Site Maintenance

- Costs for site maintenance and repair shall be shared equally.
- Water costs for landscape irrigation shall be shared equally.
- Landscape maintenance costs shall be shared equally.

2. Emergency Command Center:

- Building maintenance, miscellaneous expenses, and all utilities, including electricity, water, sewer, garbage, and janitorial service shall be shared according to the FS and CDF proportionate shares as shown in Section V.
- Each agency shall provide its own telephone service.

3. Air Attack Base:

- Building maintenance, miscellaneous expenses, and all utilities, including electricity, water, sewer, garbage, and janitorial service shall be shared equally between CDF and the FS.
- Retardant use records shall be jointly maintained by FS and CDF. All retardant used shall be provided under a Forest Service contract. A process shall be set up and cost share agreements negotiated so that it's clear which party is to be involved for a particular incident and/or what the cost share relationship is on joint incidents.
- Each agency shall be responsible for the payment of its respective landing fees to the City of Fresno. Landing fee records shall be jointly maintained by CDF and FS.
- Each agency shall provide its own telephone service.

VII. Property

1. Any property that the FS buys in whole or in part for the facility shall become Federal property and appropriate property records shall be maintained.

Federal Acquisition Regulations and Federal Property Management Regulations shall apply to all purchases.

2. Any property that the CDF buys in whole shall remain State property.

3. Examples of property include, but are not limited to, beds, chairs, power tools, maintenance equipment, computer consoles, generators, ECC equipment.

VIII. Staffing Air Attack Base

1. CDF and FS agree to share equally in the staffing of the Fresno Air Attack Base at a minimum staffing level of three persons, seven days a week during the fire season which generally is May 22 to October 31. The three minimum safety personnel shall be an Air Base Manager (permanent employee), Ramp Manager, and Timekeeper. This will be activated based on fire season, contract obligations and budgets. CDF and FS agree to the following for minimum staffing levels:

<u>CDF</u>	<u>FS</u>
1 Air Base Manager	1 Air Base Manager
1 Ramp Manager	1 Ramp Manager
1 Aircraft Timekeeper/ Parking Tender	1 Aircraft Timekeeper/ Parking Tender

The above minimum staffing does not normally include the CDF Battalion Chief and the FS Forest Aviation Officer.

IX. Staffing Emergency Command Center

1. Scheduled staffing of the Fresno ECC shall be 24 hours a day, seven days a week. Minimum staffing for CDF shall be one person, 24 hours a day, seven days a week. This may be a CDF Captain or other supervisory person.

2. Minimum staffing for the FS during designated office hours shall be one dispatcher. Office hours for the Sierra National Forest (SNF) shall depend on time of year and workload. Outside of the designated office hours, calls for the FS shall be forwarded to an "on-call" SNF dispatcher.

X. Building Usage

1. All buildings are designated as "non-smoking" facilities.

2. The ECC command floor shall be kept free of visitors other than planned, organized guided tours. Visits with ECC personnel shall be conducted off the command floor in office or living spaces.

3. The expanded dispatch room shall be shared by both agencies. ECC Chief's shall establish priorities for usage of ECC.

4. Any use of the air attack operations building for other than its intended purpose must be mutually agreed upon and shall be prioritized by each agency's air base manager.

XI. Equipment Operation

1. Motorized equipment owned by either agency may be used by all personnel assigned to the Air Attack Base, provided personnel have met operator requirements of his/her own agency and the use is for official business, unless otherwise expressly prohibited.

XII. ECC Chief and Air Attack Officer Roles

1. Each "Unit Leader" shall establish policies and responsibilities.

2. Agency specific problems shall be settled by the respective Unit Leader.

3. In the event of a dispute, remedies shall be mutually agreed upon by the responsible staff chiefs and, as needed, approved by the Forest Supervisor and Ranger Unit Chief.

XIII. It Is Mutually Agreed and Understood Between the Parties that:

The proration of costs will be based on actual expenses incurred by both parties. At the end of each fiscal year expenses each party incurred will, to extent possible, off-set each other in the same proportional relationship as shown in Sections V and VI. If the expenses are not in proportion (i.e., do not directly off-set) then the party that has paid more than its prorated share will bill the other party for the difference so that the correct proportional relationship is enforced.

1. This agreement is effective upon signature by the parties hereto, and shall remain in effect for the life of the lease between the FS and the City of Fresno.

2. The FS shall notify CDF of its intentions to renew this agreement for another year term under the same terms as outlined herein, along with the notice of the annual rent amount called for as outlined in III.3 herein. CDF's acceptance of said renewal shall be its payment of the rent. If either party intends to make changes to this agreement, the initiating party shall provide 120 days prior written notice.

3. Both parties shall abide by all terms of the lease described in Section III.1

4. Designated floor space for each agency and common space shall be reviewed annually and adjusted as appropriate; common space costs shall be shared equally between the two agencies. "Designated floor space" is defined as space assigned for the exclusive use of one agency. "Common space" is defined as space used by both agencies.

5. Each party shall maintain its own office machines, furniture, radio equipment, equipment, and make direct payment for telephone tolls and individual installations and other supplies procured for its sole benefit. Miscellaneous operating supplies shall be furnished by the using agency.

6. Subject to the provisions of the lease between the FS and the City of Fresno, and with the express written consent of the other party; CDF and the FS shall have the right during the existence of this agreement to a) make alterations and/or additions to buildings, attach fixtures, or erect structures and signs in or upon the leased premises.

Such alterations, additions, structures and signs shall be and remain the property of the agency that made such improvement and may be removed by that agency within a reasonable time after termination of this agreement or the renewal thereof, and b) dispose of improvements in place in the event that use is discontinued by said agency provided that should such disposition of improvements be to a party or parties other than CDF or FS (or the Lessor upon termination of the lease), said improvements shall be removed from the premises within a reasonable period; and provided that such right of removal referred to in this Paragraph does not cause injury or damage to the leased premises hereby, or in the event of damage, the premises shall be restored.

7. Nothing in this agreement shall be construed to obligate the FS or CDF to expend or involve the United States or State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and allocated for this agreement.

8. Security of the area and all improvements shall be a joint responsibility of both parties.

9. No member of, or Delegate to, Congress or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefits that arise therefore; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

10. Neither the United States of America nor the State of California shall be liable for any damage incidental to the performance of work under this agreement to any depositors or landowners who are parties to the agreement, and all such depositors and landowners hereby, to the extent allowed by law, expressly waive any and all claims against the United States of America for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement.

11. Both parties are self-indemnified.

12. Official notice between the CDF and FS shall be made to the following:

CDF:

California Department of Forestry and Fire Protection
Fresno-Kings Ranger Unit Headquarters
210 South Academy Street
Sanger, CA 93657

Forest Service:

USDA Forest Service
Sierra National Forest
1600 Tollhouse Road
Clovis, CA 93611-0532

Each party shall immediately notify the other party of any change of address.

13. In the event that clause XIII.1 above is invoked, either party shall have the option of occupying the space of the other in accordance with the laws in effect at that time.

14. This agreement may be amended by the mutual written consent of the parties hereto.

15. FS and CDF records shall be subject to examination and audit for three years after final payment under the agreement. Examination and audit shall be confined to those matters connected with performance of this agreement including, but not limited to, costs of administration.

IN WITNESS WHEREOF, both parties, by their duly authorized representatives, have executed this agreement as of the last date written below.

CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION

SIERRA NATIONAL FOREST
USDA – FOREST SERVICE

BY: _____
Woody K. Allshouse, Chief Deputy Director
California Department of Forestry

BY: _____
JAMES L. BOYNTON,
Supervisor

Date: _____

Date : _____

Tim Turner, Region Chief, Sierra
South Area

Date: _____

APPROVAL:
STATE OF CALIFORNIA
Department of General Services

FRED H. BATCHELOR, Chief
Fresno-Kings Ranger Unit

Date: _____

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