

**C5** Designate authority to sign a revenue agreement with the Department of Forestry and Fire Protection for emergency use of the facilities at Fall River Mills Airport.

## STAFF REPORT

<b>BOARD MEETING DATE:</b>	October 3, 2023
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**CATEGORY:** Consent Calendar 5

**SUBJECT:** Designate authority to sign a revenue agreement with the Department of Forestry and Fire Protection for emergency use of the facilities at Fall River Mills Airport.

**DEPARTMENT:** Public Works

**SUPERVISORIAL DISTRICT #:** District 3

**DEPARTMENT CONTACT:** Troy Bartolomei, Interim Director of Public Works, (530) 225-5661

**STAFF REPORT APPROVED BY:** Troy Bartolomei, Interim Director of Public Works

<b><u>Vote Required?</u></b>	<b><u>General Fund Impact?</u></b>
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Simple Majority Vote

<b><u>Vote Required?</u></b>	<b><u>General Fund Impact?</u></b>
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No General Fund Impact

### **RECOMMENDATION**

Authorize the County Executive Officer to sign a revenue agreement with the Department of Forestry and Fire Protection (CAL FIRE) in the amount of \$750 per day, when activated, to allow for emergency use of the facilities at Fall River Mills Airport (Airport) for the period October 3, 2023, through December 31, 2026.

### **DISCUSSION**

The Intermountain area is prone to wildfires. The Airport may provide a convenient base for aerial operations by CAL FIRE and other responders. An agreement with CAL FIRE is proposed to manage risk and recover costs.

Similar agreements have been executed in the past to facilitate operations. Over the past 10 years the County has received approximately \$8,400 from these agreements. Usage of the facilities is sporadic and only occurring when there is a local fire requiring air support.

### **ALTERNATIVES**

The Board may seek alternate terms or decline to enter into an agreement at this time. At this time Staff are not aware of other equivalent locations that could facilitate aerial operations. Pre-existing agreements can be useful during emergencies. These agreements provide a source of revenue for the Airport and assist CAL FIRE in fighting fires in the Intermountain area.

### **OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The recommendation has been reviewed by the County Administrative Office.

### **FISCAL IMPACT**

Sufficient appropriations to operate the Airport are included in the Adopted Fiscal Year 2023-24 Fall River Mills Airport Budget. The Airport is financially self-sufficient with limited resources.

### **ATTACHMENTS:**

1: CAL FIRE Use Agreement

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: \_\_\_\_\_

Fall River Mills Airport

**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 CAL FIRE Shasta-Trinity Unit of the California Department of Forestry and Fire Protection for use as Helicopter Base.

**1. DESCRIPTION OF FACILITIES:**

Fall River Mills Airport is located in the Community of Fall River Mills, California and administered by Shasta County Public Works Department. This includes use of runways, aprons, parking lots, restrooms and pilot lounge.

CAL FIRE will be responsible for:

1. The costs associated with the water utilized by Air Operations from the airport's hydrant system.
2. Sweeping off of runway, taxiway and parking apron as needed.
3. Trash removal, janitorial services in contracted areas, leaving facilities clean and in good repair upon departure.

**2. RATE:** For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 750.00. 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 10/3/23, and shall end on or before 12/31/26 (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:

Electric, water, and gas

**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:** Shawn Ankeny

**TELEPHONE NUMBER:** (530) 245-6810

**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**

BY: Shasta County  
TITLE: County Executive Officer  
DATE: \_\_\_\_\_  
NAME: David Rickert  
SIGNATURE: \_\_\_\_\_  
STREET ADDRESS: 1450 Court Street Suite  
308A Redding, CA 96001  
TELEPHONE: (530) 225-5561  
TELEPHONE: (Night) \_\_\_\_\_

**DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

BY: CAL FIRE Shasta-Trinity Unit  
TITLE: Battalion Chief  
DATE: \_\_\_\_\_  
NAME: Dusty Gyves  
SIGNATURE: \_\_\_\_\_  
STREET ADDRESS: 875 Cypress Avenue  
Redding, CA 96001  
TELEPHONE: (530)225-2418  
TELEPHONE: (Night) \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**AGREEMENT FOR EMERGENCY USE OF FACILITIES**

Approved as to form:

MATTHEW M. MCOMBER  
Acting County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:  
By: Alan Cox 09/18/2023 | 2:08 PM PDT  
Alan B. Cox  
Senior Deputy County Counsel

DocuSigned by:  
By: James Johnson 09/18/2023 | 1:54 PM PDT  
James Johnson  
Risk Management Analyst III