

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF EL DORADO AND
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE PROTECTION

This Memorandum of Understanding (“**MOU**”) sets forth the terms and understandings between the County of El Dorado, California (“**County**”) and the State of California, Department of Forestry and Fire Protection (“**CAL FIRE**”) (each a “**Party**” and collectively the “**Parties**”) to provide a general framework of cooperation in responding to, managing, coordinating, and financially accounting for major disasters and emergencies, as well as resolving any differences or conflicts regarding this cooperation in an efficient and constructive manner as follows:

- A. **WHEREAS**, CAL FIRE, as part of its mission, routinely responds to, manages, coordinates, and financially accounts for major wildland fires that involve thousands of responders from many state, local, tribal, territorial, and federal agencies;
- B. **WHEREAS**, County owns and operates two airports, the Placerville Airport and the Georgetown Airport (individually an “**Airport**” and collectively the “**Airports**”), which routinely serve the citizens of the County and play a vital role in the community as emergency facilities during wildland fires, life flight transfers, search and rescue operations, and as a base of operations for CAL FIRE during a disaster or emergency;
- C. **WHEREAS**, Pursuant to common-law and statutory authority, CAL FIRE has the authority, in an emergency 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* 19 Cal.2d 713 (1942)); and
- D. **WHEREAS**, The Parties desire this MOU is to help eliminate conflict, confusion, and delay in the event of an emergency or disaster, when time is of the essence to save lives and property, and ensure the communication and coordination necessary to respond to an emergency or disaster in a timely manner.

Therefore, the Parties have reached the following understanding:

- 1. Mobilization for an Emergency.
 - 1.1. Initial Mobilization. In the event of an emergency or disaster, CAL FIRE will initiate the mobilization of emergency resources when the situation dictates such need.
 - 1.2. Identification of Needed Areas. The Parties will identify the areas needed at either Airport or both Airports to enable CAL FIRE to respond to the emergency or disaster. The list of areas available at the Airports is attached as **Exhibit “A”**.
 - 1.3. Execution of Agreement. CAL FIRE and County’s Airport Operations Supervisor agree to collaboratively work to complete CAL FIRE’s Agreement for Emergency Use of Facilities, a copy of which is attached as **Exhibit “B”** (each an “**Agreement**”). County will work as expeditiously as possible to secure the signature of County’s Planning and Building Department Director on an Agreement.

1.4. Condition Survey. A joint physical survey and inspection report (each an “**Initial Survey**”) reflecting the then existing conditions of the facilities at each Airport must be completed and signed by County’s Airport Operations Supervisor and CAL FIRE as of the Effective Date. A review of this MOU and the applicable Initial Survey must be completed when an Agreement is executed and prior to use of an Airport. If the condition of the facilities at an Airport differ from the Initial Survey, County’s Airport Operations Supervisor and CAL FIRE will complete and sign an updated survey (“**Update Survey**”). A similar joint physical survey and inspection of the facilities must be made as of the date of expiration of an Agreement, reflecting the then existing conditions, and will be signed by County’s Airport Operations Supervisor and CAL FIRE. County’s Airport Operations Supervisor and CAL FIRE will complete and sign a joint physical survey and inspection report (“**Exit Survey**”) reflecting the then existing conditions of the facilities at each Airport at the termination of an Agreement.

2. Services to be Provided Under Agreements.

2.1. Airport Operations. County will provide assistance, as needed, with airport operations affected by CAL FIRE’s use of the Airport(s).

2.2. Repair and Maintenance Obligations. County must ensure that all Airport premises and any or all related equipment, fixtures, and appurtenances remain in operation and provide CAL FIRE with the name, address, telephone number, and email address of an agency or person convenient to CAL FIRE as a local source of service (e.g., owner, grounds manager, etc.).

2.3. Utilities and Supplies. County will furnish, at the County’s sole cost and expense, during the term of an Agreement, the following utilities and supplies for the areas leased or rented by CAL FIRE: electricity, water, toilet supplies, janitorial services and supplies, trash removal, septic service, existing telecommunications.

3. Mobile Refueling.

3.1. Before CAL FIRE mobile refuelers are deployed at either the Placerville or Georgetown Airports, all fueling operation personnel must provide documentation of hazardous material spill training to the County Facility Response Coordinator (Airport Operations Supervisor or designee).

3.2. Mobile refuelers which are driven onto the Placerville and Georgetown Airports must have individual Spill Prevention Control and Countermeasure (SPCC) and/or HazMat Plans which are consistent with state and federal regulations, and which include provisions for containment and mitigation of discharges, spills, releases, and threatened releases.

3.3. Furthermore, to be allowed to operate on the Placerville Airport, all fueling operation personnel must complete safety training on spill prevention and clean up procedures per the Placerville Airport SPCC Plan in accordance with 40 CFR 112.7. This training is to be provided by on-site County airport staff.

3.4. In addition to following state and federal regulations, emergency personnel operating at the Placerville and Georgetown Airports shall also provide spill kits and spill response equipment for their operation in sufficient quantity to contain and remediate any release or threatened release. The additional materials and equipment, in conjunction with proper communication, training, and coordination with the County Airport Operations Supervisor or designee, helps mitigate and ensure that the additional petroleum storage volumes associated with emergency response activities are properly accounted for and managed by CAL FIRE.

4. Fees.

4.1. Area Usage. Fees for the use of the Airports are set forth in **Exhibit "A"** and will be paid within 60 days of CAL FIRE's receipt of an invoice.

4.2. Fuel Flowage Fee. An estimated fuel flowage fee of \$0.10/gallon will be imposed for each gallon of off-site fuel that is used to fill aircraft on site. The actual amount will be confirmed after County Board of Supervisors' approval and it has been included on the County Airports Fee Schedule, which is anticipated to occur prior to December 31, 2023.

4.3. Reimbursement of FBO Rents. CAL FIRE will refund fixed base operations tenants a prorated share of rent for the duration of non-flight days imposed on an Airport.

5. Restoration of Facilities.

5.1. Liability for Damage to Facilities. CAL FIRE will assume liability for the loss, damage, or destruction of facilities or equipment furnished under the 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 County or County's agent(s), or (3) circumstances beyond the control of CAL FIRE.

5.2. Restoration at Termination. To the extent reasonably practical, CAL FIRE will restore County's land, structures, roadways, and equipment to the condition they were in immediately prior to the term of the applicable Agreement. CAL FIRE will supply a vacuum/sweeper to remove any debris from an incident that remains on a pavement surface used by CAL FIRE within two weeks of an Exit Survey.

5.3. Claims. County may submit a claim for reasonable costs to the Department of General Services if the County incurred costs to restore the premises to the County's satisfaction.

6. Hold Harmless. The Parties 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 grossly negligent or willful acts of the other, its servants, agents, or employees.

7. Subrogation Waived. County's fire and extended coverage insurance policy issued on the lease/rental of premises must waive the subrogation rights of the insurer and release CAL FIRE from liability for any loss or damages by that insurance.
8. Term. This MOU will be effective upon last signature of CAL FIRE and the County ("**Effective Date**"). At the conclusion of an incident, CAL FIRE agrees to surrender the Airport area(s) used back to County. This MOU is at-will, and may be modified by mutual consent of authorized officials from both Parties or may be terminated by either Party at any time by providing written notice 30 days in advance of the termination date except that Agreements that are in effect will remain effective until the end of their term.
9. No Oral Modification. This MOU can only be modified in a formal writing executed by all the Parties which expressly references this MOU and clearly and unambiguously expresses an express intent to modify this MOU.
10. Merger. This MOU constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations.
11. Notice. Any notices, requests, demands, and determinations under this MOU (other than routine operational communications) will be in writing, which may be by electronic communication, and will be given by verifiable means either upon receipt via express, overnight or certified courier or mail with a reliable system for tracking delivery, delivery costs paid, sent to the address listed in this section, or by email. A Party may change its address or designee for notice purposes by giving the other Party prior written notice of the new address or designee and the date upon which it will become effective.
12. MOU Administrator. The County officer or employee with responsibility for administering this MOU is Christopher Perry, Assistant Director of Planning and Building, or successor.

CAL FIRE
Nathan Barcklay
2840 Mt. Danaher Rd.
Camino, CA 95709
NathanI.Barcklay@fire.ca.gov

County of El Dorado
Christopher Perry
2850 Fairlane Court
Placerville, CA 95667
christopher.perry@edcgov.us

CAL FIRE

County of El Dorado

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Chair of the Board of Supervisors

Exhibit "A"

List of Available Airport Areas

<u>Placerville Airport</u>		
Area A	166,000 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$447.52/\text{day}$
Area B	225,000 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$606.58/\text{day}$
Area C	158,000 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$425.95/\text{day}$
Area D	40,000 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$107.84/\text{day}$
Area E	810,000 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$2,183.67/\text{day}$

<u>Georgetown Airport</u>		
Area A	22,500 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$60.66/\text{day}$
Area B	14,500 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$39.09/\text{day}$
Area C	43,500 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$117.27/\text{day}$
Area D	184,000 sq. ft.	$X .082 \times \text{sq. ft.} \times 12 / 365 = \$496.04/\text{day}$

Placerville Airport

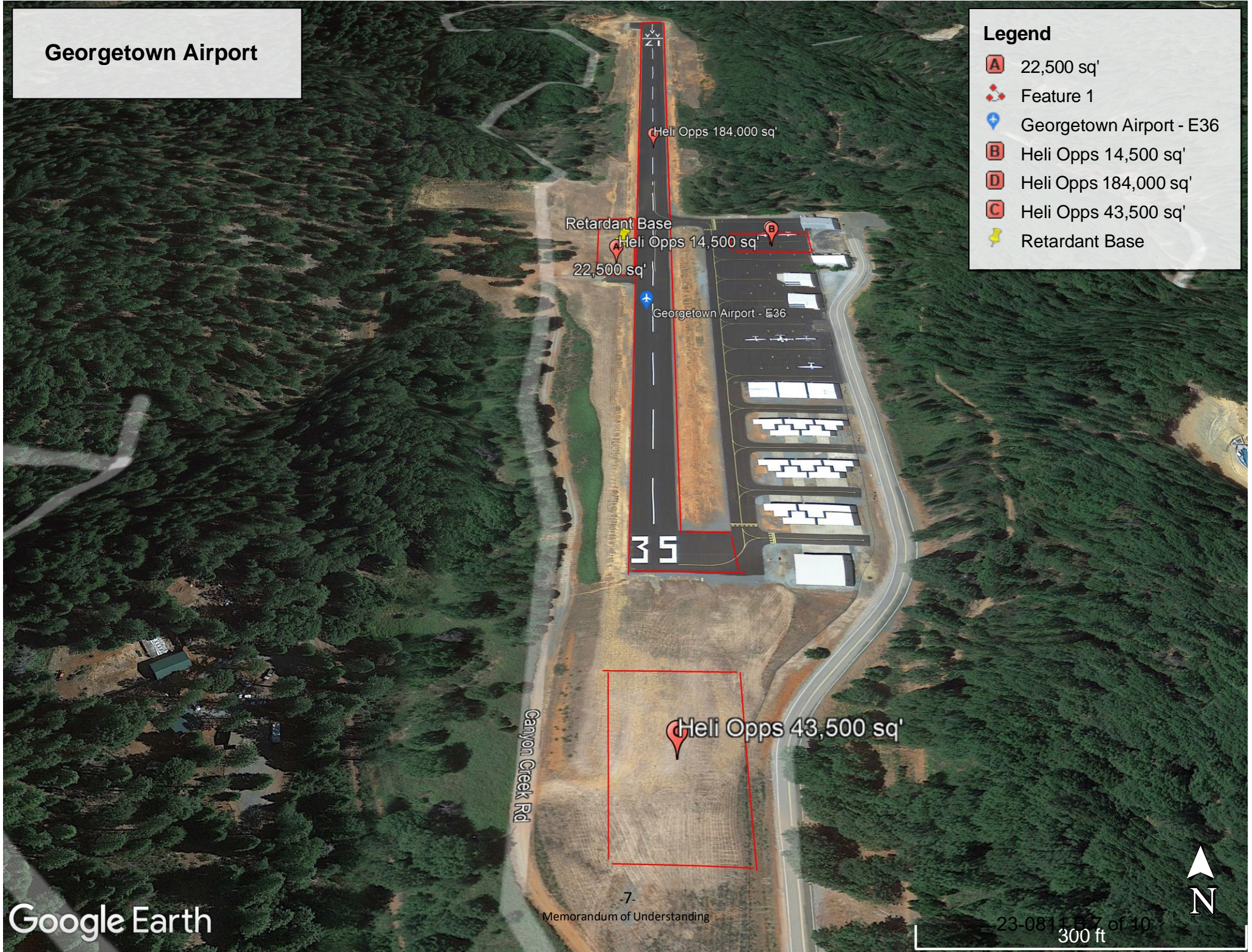


- A = 166,000 Sq. Ft.
- B = 225,000 Sq. Ft.
- C = 158,000 Sq. Ft.
- D = 40,000 Sq. Ft.
- E = 810,000 Sq. Ft.

Georgetown Airport

Legend

- A** 22,500 sq'
- B** 22,500 sq'
- C** 22,500 sq'
- D** 22,500 sq'
- Feature 1
- Georgetown Airport - E36
- Heli Opps 14,500 sq'
- Heli Opps 184,000 sq'
- Heli Opps 43,500 sq'
- Retardant Base



Heli Opps 184,000 sq'

Retardant Base

Heli Opps 14,500 sq'

22,500 sq'

Georgetown Airport - E36

35

Heli Opps 43,500 sq'

Canyon Creek Rd



Exhibit "B"

CAL FIRE-95 Agreement for Emergency Use of Facilities

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: _____

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 _____ Unit of the California Department of Forestry and Fire Protection for use as _____.

1. DESCRIPTION OF FACILITIES:

- 2. **RATE:** For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ _____. 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 _____, and shall end on or 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:

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: _____ **TELEPHONE NUMBER:** _____

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	DEPARTMENT OF FORESTRY AND FIRE PROTECTION
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
NAME: _____	NAME: _____
SIGNATURE: _____	SIGNATURE: _____
STREET ADDRESS: _____	STREET ADDRESS: _____
TELEPHONE: _____	TELEPHONE: _____
TELEPHONE: (Night) _____	TELEPHONE: (Night) _____