



Legislation Text

File #: 23-0811, **Version:** 1

Planning and Building Department, Airports Division, recommending the Board:

- 1) Approve and authorize the Chair to sign a Memorandum of Understanding with the State of California, Department of Forestry and Fire Protection for use of the Placerville and Georgetown Airports in the event of major disasters and emergencies related to fires in El Dorado County and other nearby counties; and
- 2) Delegate authority to the Planning and Building Department Director to execute an Agreement for Emergency Use of Facilities, contingent upon approval by County Counsel and Risk Management.

FUNDING: Placerville and Georgetown Airport Enterprise Funds - Fee Revenue.

DISCUSSION / BACKGROUND

The State of California, Department of Forestry and Fire Protection (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. The County owns and operates the Placerville and Georgetown Airports that 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.

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.

When CAL FIRE personnel respond to a fire emergency with aerial support, they frequently assume control of part or all of the premises of the Placerville and/or Georgetown Airports and request that County Airports Division staff sign their standard Agreement for Emergency Use of Facilities at short notice. CAL FIRE staff are accustomed to dealing with jurisdictions whose staff are able to sign this type of agreement at the beginning of an emergency where CAL FIRE utilizes a facility. In El Dorado County, this type of agreement requires Board approval, meaning that staff must process a request for retroactive approval of these agreements. Due to the length of time for this process, frequently Board approval occurs after CAL FIRE has closed out the incident and moved on to other emergencies.

To avoid the need to process retroactive agreements with CAL FIRE, the Planning and Building Department (Department) is requesting that the Board approve a Memorandum of Understanding (MOU) with CAL FIRE 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. This MOU will help to 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. The Agreement for Emergency Use of Facilities template is included in the MOU, and an agreement will be prepared

and executed expeditiously at the time of the emergency.

Department staff worked closely with CAL FIRE staff to negotiate this MOU. Following are some of the terms and conditions in the CAL FIRE MOU:

- The MOU is at-will, and may be modified by mutual consent of authorized officials from County and CAL FIRE or may be terminated by County or CAL FIRE at any time by providing 30 days' advance notice.
- In the event of an emergency or disaster, CAL FIRE will initiate the mobilization of emergency resources when the situation dictates such need.
- CAL FIRE and County staff will identify the areas needed at either or both Airports to enable CAL FIRE to respond to the emergency or disaster.
- The list of available Airport areas is attached as Exhibit "A" in the MOU and includes specific areas for each Airport, along with the total square feet and usage amount per day, and maps identifying those areas.
- The usage amounts were calculated by using the \$0.082 per square foot per month rate listed for rectangular hangar ground leases on the current Airports Division Fee Schedule, and then dividing that amount by 365 days to determine the usage amount per day for each of the available Airport areas.
- For each emergency or disaster, CAL FIRE and County's Airport Operations Supervisor will work collaboratively to complete CAL FIRE's Agreement for Emergency Use of Facilities, attached as Exhibit "B" in the MOU and each an "Agreement."
- Department staff will work as expeditiously as possible to secure the signature of County's Planning and Building Department Director on each Agreement.
- County's Airport Operations Supervisor and CAL FIRE will complete and sign a joint physical survey and inspection report, "Initial Survey," as of the effective date, reflecting the then existing condition of the facilities at each Airport. 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 differs 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, which 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.
- County will provide assistance, as needed, with airport operations affected by CAL FIRE's use of the Airport(s).
- County will ensure that all Airport premises and any or all related equipment, fixtures, and appurtenances remain in operation and County will provide CAL FIRE with contact information for the County's main Airport contact.
- County will furnish at its own cost and expense the following utilities and supplies for the areas used by CAL FIRE: electricity, water, toilet supplies, janitorial services and supplies, trash removal, septic service, and existing telecommunications.

- Related to mobile refuelers deployed at the Airports, the MOU contains requirements for 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.
- Fees for use of the Airports are set forth in Exhibit "A" in the MOU and will be paid within 60 days of CAL FIRE's receipt of an invoice.
- 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 Board approval and it has been included on the County Airports Fee Schedule, which is anticipated to occur prior to December 31, 2023.
- CAL FIRE will refund fixed base operations tenants a prorated share of rent for the duration of non-flight days imposed on an Airport.
- 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.

Department staff are also working on a similar agreement with the United States Forest Service and, once finalized, will bring that agreement to the Board of Supervisors for approval.

ALTERNATIVES

The Board could choose to:

- 1) Approve the MOU with modified terms of the Board's choosing, which would result in a significant delay in executing an MOU with CAL FIRE while Department staff work with CAL FIRE, its legal department, and County Counsel to negotiate modified terms.
- 2) Disapprove the MOU, which would result in staff continuing to process retroactive agreements when fire emergencies occur and CAL FIRE uses part or all of the premises of the Placerville and/or Georgetown Airports.

PRIOR BOARD ACTION

N/A

OTHER DEPARTMENT / AGENCY INVOLVEMENT

County Counsel

CAO RECOMMENDATION / COMMENTS

Approve as recommended.

FINANCIAL IMPACT

Payments made by CAL FIRE for the use of the Placerville and Georgetown Airports premises for fire emergencies will be deposited in the appropriate Airport Enterprise Fund for each airport.

CLERK OF THE BOARD FOLLOW UP ACTIONS

- 1) Obtain the Chair's signature on the two (2) copies of the CAL FIRE MOU; and,
- 2) Return one (1) fully executed copy of the CAL FIRE MOU to the Planning and Building Department, Airports Division, to the attention of Angelic Madson, for transmittal to CAL FIRE.

STRATEGIC PLAN COMPONENT

Public Safety, Economic Development, and Good Governance.

CONTACT

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Planning and Building Department