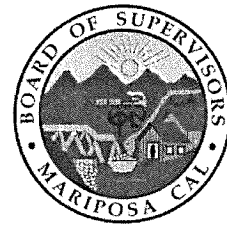




MARIPOSA COUNTY

Public Works • 209 966 5356



RESOLUTION - ACTION REQUESTED 2019-248

MEETING: May 7, 2019
TO: The Board of Supervisors
FROM: Mike Healy, Public Works Director
RE: Approve Emergency Airport Use Agreement with Local CalFIRE Unit

RECOMMENDATION AND JUSTIFICATION:

Approve an Emergency Incident Helibase/Airbase Airport Lease Agreement Between Mariposa County and the Madera-Mariposa-Merced Unit of CAL FIRE.

In accordance with the provisions of Board of Supervisors Resolution 2017 - 580 staff has successfully negotiated an Emergency Incident Use Agreement with the Madera-Mariposa-Merced CAL FIRE Command Unit for use of the Mariposa Airport Facility.

Staff has held discussions with the Fixed Base Operator (FBO) AirBORRN Aviation Services, LLC (Anthony Borreson) who is in agreement with the provisions of this Emergency Agreement.

Aside and separate from the agreement between the County and CAL FIRE Madera-Mariposa-Merced Unit the County recognizes that FBO is expected to provide additional non-routine services and extended hours during periods of Emergency Incidents and as such the County agrees to transfer all rental payments and flowage fees detailed in this agreement to the FBO in consideration of these additional costs and expenses.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County has had in place Emergency Use Agreements for use of the Airport with the Madera-Mariposa-Merced Unit in the past and in accordance with Resolution 2017-580 this item is being brought back to the Board for their consideration.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should the Board not approve this agreement our local Firefighting services would have to operate helicopters from another community which may increase in response delivery time.

FINANCIAL IMPACT:

There is no direct financial impact to the County associated with the ratification of this agreement.

Resolution - Action Requested 2019-248

ATTACHMENTS:

Emergency Incident Use Agreement CalFIRE (PDF)

Board Resolution 2017 580 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

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: _____

COUNTY OF MARIPOSA**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 Madera-Mariposa-Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency incident helibase/airbase.

1. DESCRIPTION OF FACILITIES:

Mariposa – Yosemite Airport located at 5020 Macready Way, Mariposa, CA 95338.

Airport facilities to be used as a helibase/airbase to support helicopters and aircraft, support trailers and equipment, fuel tenders, and helibase/airbase personnel. Airport facilities may be used as a fire hose washing station.

Cost for use of the tarmac is based on the most amount of aircraft assigned to the facility at any time of the day.

The rates are \$500/day for 1-2 helicopters, \$750/day for 3-5 helicopters, and \$1,000/day for 6 or more helicopters assigned at a time. Cost for use of the building is \$100/day. A half day shall be defined as 4 hours or less and a day shall be defined as more than 4 hours. This applies to both tarmac and building use. CAL FIRE shall only be charged for days or half days they used the tarmac and/or the building.

Additional Fee: Fuel Flowage Fee of \$0.10/gallon for each gallon of "offsite" fuel that is used to fill aircraft on site.

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

3. TERM: This agreement shall commence on 4/1/19, and shall end on or before 12/31/2021 (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:

All utilities.

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: Mike Healy **TELEPHONE NUMBER:** 209.966.5356

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.

Steven W. Dahlem

STEVEN W. DAHLEM
COUNTY COUNSEL

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
Mike Healy
BY: Mike Healy
TITLE: Public Works Director
DATE: 4-1-19
NAME: County of Mariposa, Public Works
SIGNATURE: _____
STREET ADDRESS: 5020 Macready Way
Mariposa, CA 95338
TELEPHONE: 209.966.5356
TELEPHONE: (Night) _____

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
BY: Mike van loben Sels
TITLE: Unit Chief
DATE: 4-1-19
NAME: Madera-Mariposa-Merced Unit
SIGNATURE: *Mike van loben Sels*
STREET ADDRESS: 5366 Hwy 49 North
Mariposa, CA 95338
TELEPHONE: 209.966.3622
TELEPHONE: (Night) (559) 706-8801