

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 Siskiyou

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 Siskiyou Unit of the California Department of Forestry and Fire Protection for use as Helibase Management Office, Crew Rest/Recovery.

1. DESCRIPTION OF FACILITIES:

Building is the Fix Based Operation at the Siskiyou County Airport, 4730 N Hanger Road, Montague CA 96064.

It is a 1,200 sq ft room attached to a hanger. It will be used for office space to complete related business and

documentation, to protect personnel from inclement weather, heat related illness and to provide a place for rest

and recovery for our Helibase personnel. Outside will be used for parking of support vehicles and the aircraft.

The building has running water and electricity, which will be included in the cost. The County of Siskiyou agrees

to have a working internet, heating and cooling unit, refrigerator, and two working outlets per wall. They will provide

weekly trash service and install additional lights for the office area and provide a TV, 2 ergonomic desks and 2

chairs, 2 couches, and a kitchenette will be installed. This year the septic tank will be pumped, and a pest

management plan will be implemented.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of \$ 250.00 . 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 7/01/22 , and shall end on or before 6/30/2025
(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:

Any utility or maintenance fees will be included in the daily rate.

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: Steve Serdahl **TELEPHONE NUMBER:** 530-842-8233

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.

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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.

DS
JH

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: Siskiyou County Airports

BY: Siskiyou Unit

TITLE: County of Siskiyou Director of General Services

TITLE: Assistant Chief - Administration

DATE: 07/01/2022

DATE: 07/01/2022

NAME: Joy Hall

NAME: Greg Roath

SIGNATURE: Joy Hall

SIGNATURE: Greg Roath

STREET ADDRESS: 190 Greenhorn Road Yreka CA 96097

STREET ADDRESS: 1809 Fairlane Road Yreka CA 96097

TELEPHONE: 530-842-8259

TELEPHONE: (530) 842-3516

TELEPHONE: (Night)

TELEPHONE: (Night) (530) 842-7066

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: CALFIRE

Date: 10/04/2022

DocuSigned by:
Greg Roath

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ACCOUNTING:

| Fund | Organization | Account | Activity Code (if applicable) |
|------|--------------|---------|-------------------------------|
| 5230 | 302050 | 512900 | N/A |