

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2021

<p>INCIDENT AGENCY (name, address, phone number) <u>USDA Forest Service</u> <u>Eldorado National Forest</u> <u>100 Forni Road</u> <u>Placerville, CA 95674</u> <u>Office: 530-303-2412</u></p>	<p align="center">Page 1 of 18 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: 1291S821K4145</p>
<p>EFFECTIVE DATES</p>	
<p>a. beginning: 08/14/2021</p>	<p>b. ending: 09/16/2021</p>

<p>OWNER (name, address, phone number-include day/night/cell)</p> <p>El Dorado County 3501 Airport Road Ste 1 Placerville, CA 95667</p> <p>POINT OF CONTACT (if applicable): Sherrie Busby EMAIL: <u>sherrie.busby@edcgov.us</u> PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ DUNS: N/A REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): _____ County: <u>El Dorado</u> State: <u>California</u> Township: <u>Placerville</u> Range: _____ Section: _____</p>	<p>INCIDENT NAME: <u>CALDOR</u></p> <p>INCIDENT NUMBER: <u>CA-ENF-024030</u></p> <p>RESOURCE ORDER NUMBER: <u>S-9000</u></p> <p>MODIFICATION No/DATE: _____</p> <p>MODIFICATION CO Initials: _____</p>
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TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE
 SERVICE DISABLED VETERAN PUBLIC ENTITY GOVERNMENT OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facility as a Helibase. Use of the El Dorado County Airport.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable. (attach separate sheet if more space is necessary)

RATE: For each day that the land/facilities are used, the Government will pay the rate of see below breakout. Ordinary wear and tear are included in the rate. The minimum amount guaranteed to be paid under this agreement shall be N/A, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed N/A. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: Large aircraft: \$35 per day; Medium Aircraft: \$25 per day; Small Aircraft: \$14 per day; Support Trailers: \$5 per day; Water Tenders: \$5 per day.

UTILITIES AND SERVICES:

The above rate includes utility charges for the following: DIESEL GAS ELECTRICITY WATER TOILET SUPPLIES JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

- The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____.
- The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: N/A.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the El Dorado County Airport from any and all claims, liabilities, losses, damages, charges, etc. The El Dorado County Airport does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The El Dorado County Airport District will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

FEDERAL ACQUISITION REGULATION CLAUSES:

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (FEB 2021)
- FAR 52.222-3 Convict Labor (June 2003)
- FAR 52.232-1 Payments (APR 1984)
- FAR 52.232-11 Extras (APR 1984)
- FAR 52.232-17 Interest (MAY 2014)
- FAR 52.232-25 Prompt Payment (JAN 2017)
- FAR 52.233-1 Disputes (MAY 2014) ALT I (DEC 1991)
- FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)
- FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)
- FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE: Shundrica Daniels, Contracting Officer	
PHONE NUMBER: EMAIL:		PHONE NUMBER: (404) 274-9746 EMAIL: Shundrica.daniels@usda.gov	

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

Pictures attached

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: Description of photos/ condition immediately following the Government's occupancy.

NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

**El Dorado County - Placerville Airport - Nightly Rental Calculations for
USFS Agreement for Airport Use During the Caldor Fire**

Date	Large Helicopters: Type 1 (b/w 6-11 pp)		Medium Helicopters: Type 2 (b/w 3-4 pp)		Small Helicopters: Type 3 (2 pp)	
	# Aircraft	Nightly Fee*	# Aircraft	Nightly Fee*	# Aircraft	Nightly Fee*
8/14/21	0	\$0	1	\$20	0	\$0
8/15/21	1	\$35	1	\$20	0	\$0
8/16/21	1	\$35	1	\$20	0	\$0
8/17/21	3	\$105	2	\$40	0	\$0
8/18/21	5	\$175	4	\$80	1	\$14
8/19/21	5	\$175	4	\$80	1	\$14
8/20/21	5	\$175	4	\$80	2	\$28
8/21/21	5	\$175	4	\$80	2	\$28
8/22/21	5	\$175	5	\$100	2	\$28
8/23/21	5	\$175	6	\$120	2	\$28
8/24/21	5	\$175	6	\$120	2	\$28
8/25/21	5	\$175	8	\$160	3	\$42
8/26/21	6	\$210	6	\$120	2	\$28
8/27/21	6	\$210	6	\$120	2	\$28
8/28/21	6	\$210	6	\$120	2	\$28
8/29/21	6	\$210	7	\$140	2	\$28
8/30/21	6	\$210	7	\$140	2	\$28
8/31/21	9	\$315	7	\$140	3	\$42
9/1/21	9	\$315	7	\$140	3	\$42
9/2/21	10	\$350	8	\$160	4	\$56
9/3/21	9	\$315	8	\$160	4	\$56
9/4/21	9	\$315	8	\$160	3	\$42
9/5/21	7	\$245	8	\$160	2	\$28
9/6/21	4	\$140	8	\$160	2	\$28
9/7/21	4	\$140	7	\$140	2	\$28
9/8/21	4	\$140	6	\$120	2	\$28
9/9/21	2	\$70	6	\$120	2	\$28
9/10/21	2	\$70	2	\$40	2	\$28
9/11/21	2	\$70	2	\$40	2	\$28
9/12/21	1	\$35	2	\$40	3	\$42
9/13/21	1	\$35	2	\$40	2	\$28
9/14/21	1	\$35	0	\$0	2	\$28
9/15/21	1	\$35	0	\$0	0	\$0
Subtotals		\$5,250		\$3,180		\$882
Water tenders^	4	\$640				
Support trailers^^	3	\$465				
Subtotal		\$1,105				
Grand Total		\$10,417				

*Fees include: Large Helicopter @ \$25 per night plus 1 truck & 1 trailer @ \$5 parking each per night, Medium Helicopter @ \$10 per night plus 1 truck & 1 trailer @ \$5 parking each per night, and Small Helicopter @ \$9 per night plus 1 truck @ \$5 parking per night

^Water tenders calculated from 8/14/21 through 9/14/21 @ \$5 parking each per night

^^Support trailers calculated from 8/16/21 through 9/15/21 @ \$5 parking each per night 21-1542 B 5 of 18

RESOURCE ORDER		Initial Date/Time	2. Incident / Project Name CALDOR				3. Incident / Project CA-ENF-024030		Financial Codes P5 N8GM (0503) [P] WGCOVID21 (0544) ABH STATE MISSION 73137116 Nevada Cooperative Agreement CFAA - CA FIRE ASSIST AGR CFMA - Sub Geographical Agreement WFPP CFMA - CA COOP FIRE MGMT AGR EMAC	
SUPPLY		08-14-2021 1854 PST					4. Office Reference Number 024030		9. Jurisdiction / Agency Eldorado National Forest	
5. Descriptive Location 100 Placerville Drive Placerville, CA. 95667 US Highway 50 at Exit 44B			6. TWN	RNG	SEC	Base MDM	8. Incident Base / Phone Number USFS EXPANDED DISPATCH (SUPPLY) 530-642-5249 USFS Camino ECC Aircraft Desk 530-644-0200 CAL FIRE CALDOR EXPANDED (OVERHEAD) (530) 224-2432 USFS EXPANDED DISPATCH SUPERVISOR 530-295-5670 USFS EXPANDED (EMAIL) cacicc@firenet.gov USFS EXPANDED DISPATCH (CREWS) 530-295-5678 USFS EXPANDED DISPATCH (OVERHEAD) 530-642-5150 USFS EXPANDED DISPATCH (EQUIPMENT) 530-295-5675 CAL FIRE CALDOR EXPANDED (EQUIPMENT) (530) 224-2631		10. Ordering Office Camino Interagency Emergency Command Center	
			9N	14E	SN28	Mt. Diablo, CA				
			LAT. 38° 36' 23" N							
			LONG. 120° 26' 9" W							
11. Aircraft Information										
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards			
102.61°	16	HNW	Caldor Victor & TFR	AirToAir	RX 118.6250 / TX 118.6250	RTS				
179.66°	35	SWR	ROTARY AIR TO AIR AM (WEST)	AirToAir	RX 124.0750 / TX 124.0750	GOO				
26.69°	42	LIN	ROTARY AIR TO AIR AM (EAST)	AirToAir	RX 133.025 / TX 133.025	O22				
			Caldor Air Tactics (WEST)	AirToAir	RX 163.3375 / TX 163.3375	MCC				
			Aircraft Ordering & Secondary Command	AirToGround	171.5250 RX / 162.7500 TX Forest Net. Tones 1-11					
			CALCORD (MEDICAL A/G COORDINATION)	AirToGround	RX 156.0750 / TX 156.0750 RX 156.7 / TX 156.7					
			Air to Ground Tactical (WEST)	AirToGround	RX 164.1375 / TX 164.1375					
			A/G COMMAND EAST	AirToGround	RX 166.6125 / TX 166.6125					
			AIR TO CROUND COMMAND (WEST)	AirToGround	RX 167.9500 / TX 167.9500					

			GUARD (EMERGENCY USE ONLY)	AirToGround	RX 168.6250 / TX 168.6250 RX CS / TX 110.9		
			A/G TACTICAL EAST	AirToGround	RX 169.2875 / TX 169.2875		
			(EAST) NIFC COMMAND 93 (SCOUT PEAK)	Command	RX 166.6875 / TX 162.9375 RX 146.2 / TX 146.2		
			(EAST) NIFC COMMAND 96 (PYRAMID PEAK)	Command	RX 169,9625 / TX 165.0500 RX 146.2 / TX 146.2		
			(EAST) NIFC COMMAND 5 (MONUMENT PEAK)	Command	RX 169.7500 / TX 167.1000 RX 146.2 / TX 146.2		
			(WEST) NIFC CMD 113 (KIRKWOOD MOUNTAIN)	Command	RX 170.3125 / TX 165.6750 RX 114.8 / TX 114.8		
			(WEST) NIFC CMD 109 (BIG HILL)	Command	RX 170.3875 / TX 162.1750 RX 114.8 / TX 114.8		
			(WEST) NIFC CMD 11 (GRIZZLY FLATS AREA)	Command	RX 170.6875 / TX 166.5750 RX 114.8 / TX 114.8		
			(WEST) NIFC CMD 104 (NO OF HWY 50)	Command	RX 170.7626 / TX 165.6250 RX 114.8 / TX 114.8		
			(WEST) NIFC CMD 1 (LEEK SPRINGS LO)	Command	RX 170.9750 / TX 168.7000 RX 114.8 / TX 114.8		
			NIFC CMD 116 (SCOUT PEAK)	Command	RX 171.0375 / TX 162.5875 RX 114.8 / TX 114.8		
			(EAST) NIFC COMMAND 67 (KIRKWOOD)	Command	RX 172.0750 / TX 162.2000 RX 146.2 / TX 146.2		
			(WEST) NIFC CMD 105 (SACRAMENTO HILL)	Command	RX 172.4500 / TX 166.9375 RX 114.8 / TX 114.8		
			TAKEOFF & LANDING AM	Ramp	RX 123.725 / TX 123.725		
			PVF DECK	Ramp	RX 163.1000 / TX 163.1000		
			TRK DECK	Ramp	RX 168.3500 / TX 168.3500		
			VTAC11	Tactical	RX 151.1375 / TX 151.1375 RX 156.7 / TX 156.7		
			CDF TAC-28	Tactical	RX 151.1825 / TX 151.1825 RX 192.8 / TX 192.8		
			CDF TAC-29	Tactical	RX 151.3475 / TX 151.3475 RX 192.8 / TX 192.8		
			CDF TAC-30	Tactical	RX 151.3925 / TX 151.3925 RX 192.8 / TX 192.8		
			VFIRE 24 (EAST)	Tactical	RX 154.2725 / TX 154.2725 RX 156.7 / TX 156.7		
			VFIRE 25 (EAST)	Tactical	RX 154.2875 / TX 154.2875 RX 156.7 / TX 156.7		
			VTAC13	Tactical	RX 158.7375 / TX 158.7375 RX 156.7 / TX 156.7		
			CDF TAC-26	Tactical	RX 159.2925 / TX 159.2925 RX 192.8 / TX 192.8		
			CDF TAC-27	Tactical	RX 159.3075 / TX 159.3075 RX 192.8 / TX		

											192.8		
				NIFC Tac-4	Tactical						RX 166.7250 / TX 166.7250		
				NIFC Tac-5	Tactical						RX 166.7750 / TX 166.7750		
				NIFC Tac-1	Tactical						RX 168.0500 / TX 168.0500		
				NIFC Tac-2	Tactical						RX 168.2000 / TX 168.2000		
				NIFC Tac-6	Tactical						RX 168.2500 / TX 168.2500		
				NIFC Tac-3	Tactical						RX 168.6000 / TX 168.6000		

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-9000	2021-08-26 0904 PDT	USFS EXPANDED DISPATCH (SUPPLY) 530-642-5249	CA-CICC	1	LUA	2021-08-26 0900 PDT	CALDOR CA-ENF-0240 30	CA-CICC	CA-CICC			Pending					
Travel Mode		Financial Code		Named Request		Special Needs LUA					Navigation/Reporting Instructions						

13. User Documentation		
Req. No.	Documentation	Entered By













Light Damage at Placerville Airport.

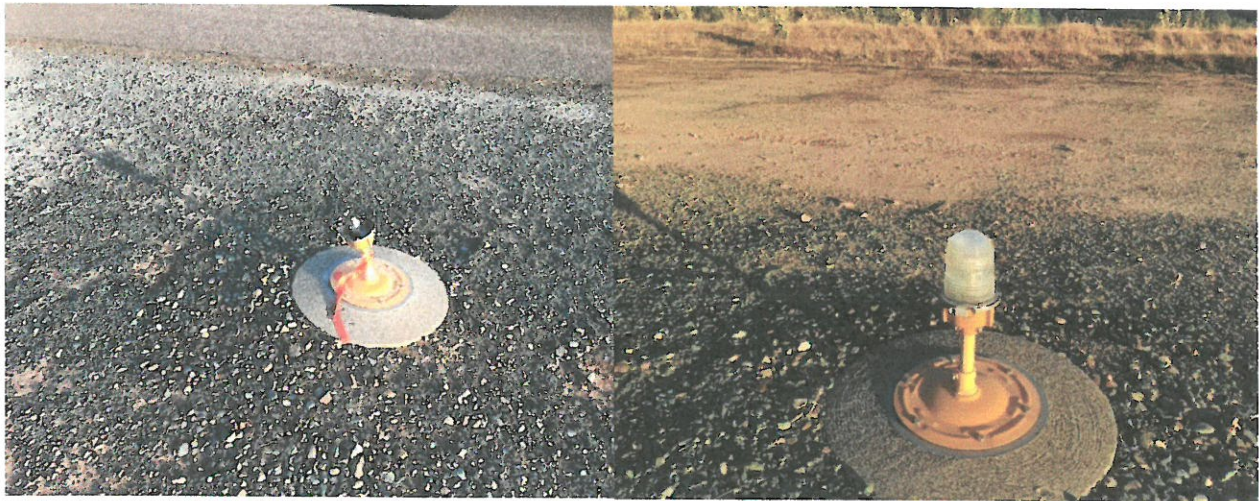
On 9/5/21 it was discovered that two lights were damaged by vehicles on the Caldor helibase located at the Placerville airport. Although the discovery of the broken lights was made on 9/5, nobody is aware of when the actual damage took place. One light is on the South side of the runway at approximately midfield (labeled 1 on the picture). The second one is on the North side of the taxiway at the East end of the runway (labeled 2 on the picture).

It is believed that the damage was caused by the National Guard fueling vehicles, pictured below, as they were operating at those areas, but there were no witnesses when the damage occurred. Each time the National Guard brings out their fueling vehicles there is a new driver assigned and because there wasn't a witness, I'm unable to determine who the driver was.

CORY JOHNSON
MOKI HEUTACK
435-680-1495
cjohnson@blm.gov



#1 Pictures (last picture is a fully functional light)



#2 Pictures (last picture is a functional light)

