

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 03/2020

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INCIDENT AGENCY (name, address, phone number) <u>El Dorado National Forest</u> <u>100 Forni Road</u> <u>Placerville, CA 95667</u>	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: 1291S821K4092
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Attn: <u>Greg Cunningham</u>	
EFFECTIVE DATES a. beginning: <u>8/17/2021</u>	b. ending: <u>End of Incident</u>

OWNER (name, address, phone number-include day/night/cell) <u>County of El Dorado</u> <u>360 Fair Lane</u> <u>Placerville, CA 95667</u> <u>Kevin Gilliland-Sr Dept Analyst</u> <u>530 621-5833</u> <u>kevin.gilliland@edcgov.us</u> POINT OF CONTACT (if applicable): See above EMAIL: <u>kevin.gilliland@edcgov.us</u> PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ DUNS: <u>071543201</u> REGISTERED IN SAM.GOV: <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): _____ County: <u>El Dorado</u> State: <u>CA</u> Township: _____ Range: _____ Section: _____	INCIDENT NAME: <u>CALDOR</u> INCIDENT NUMBER: <u>CA-ENF-024030</u> RESOURCE ORDER NUMBER: <u>S-20017</u> MODIFICATION No/DATE: _____ MODIFICATION CO Initials: _____
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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/facilities for use as Property Use: Overflow & PIO parking.

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)

The site is located at the El Dorado County Veterans Hall, lower parking lot being used for overflow parking. See attached map of exact location. 130 Placerville Dr. Placerville, CA 95667

The areas to be used by the USFS and Contractors for parking only

RATE: For each day that the land/facilities are used, the Government will pay the rate of **\$0.00 per day (Gov to Gov)**. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be **\$0.00**, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed **\$0.00**. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: N/A – See above.

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. The Government will pay to the owner the sum determined due by the Contracting Officer based on: N/A – parking lot use only.

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/ INDEMINIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the El Dorado County Veterans Affairs Dept. from any and all claims, liabilities, losses, damages, charges, etc. The El Dorado County Veterans Affairs Dept. 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 USDA – Forest Service 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) (JAN 2020)
 - 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: 8/27/2021	CONTRACTING OFFICER'S SIGNATURE: Digitally signed by GREGORY CUNNINGHAM Date: 2021.08.27 16:07:18 -07'00' GREGORY CUNNINGHAM	DATE: 8/27/2021
PRINT NAME AND TITLE: Don Ashton, Purchasing Agent/CAO PHONE NUMBER: 530 621-5117 EMAIL: Clay.russell@edcgov.us (executive assistant)	PRINT NAME AND TITLE: Greg Cunningham, Contracting Officer PHONE NUMBER: Cell: 530.575.7569 EMAIL: Gregory.Cunningham@usda.gov		

ATTACHMENT 1

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

A pre-use inspection was not conducted but the following was noted:

- 1) The site is an improved parking lot showing normal wear and tear based on overhead google maps

OWNER / OWNER'S AGENT SIGNATURE:

DATE:
8/27/2021



GOVERNMENT AGENT/SIGNATURE:

Signature of GREGORY

CUNNINGHAM

CUNNINGHAM

Date: 2021.08.27 16:07:42 -07'00'

DATE:
8/27/2021

PRINT NAME AND TITLE: Don Ashton, Purchasing Agent/CAO

PRINT NAME AND TITLE: Greg Cunningham, Contracting Officer

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

NO DAMAGE NO CLAIMS

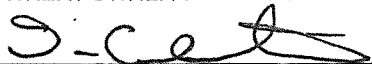
TOTAL AMOUNT DUE: \$ _____

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:



8/27/21

GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

