

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2024

INCIDENT AGENCY (name, address, phone number) <u>USDA Forest Service</u> <u>At-Incident Management Support (AIMS)</u> <u>1617 Cole Blvd.</u> <u>Lakewood, CO 80401</u>	Page 1 of 4 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: <u>1202RZ24K4202</u>	
OWNER (name, address, phone number-include day/night/cell) COUNTY OF EL DORADO 330 Fair LN Placerville, CA 95667 POINT OF CONTACT: Sherrie Busby EMAIL: <u>Sherrie.busby@edcgov.us</u> PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above. UEI: <u>UJSDBFWMWTS4</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: _____	EFFECTIVE DATES a. beginning: <u>08/16/2024</u>	b. ending: <u>End of Incident</u>
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES): <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input checked="" type="checkbox"/> PUBLIC ENTITY <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> 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 <u>Helibase</u> .		
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)		
Placerville Airport 3501 Airport Rd. Placerville Ca 95667 Areas A, B and C as marked on the attached map.		
RATE: For each day that the land/facilities are used, the Government will pay the rate <u>as indicated below</u> . Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ <u>NA</u> , regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed <u>\$250,000.00</u> . Payment shall be in accordance with the incident Agency payment procedures.		
Rate breakout: <u>Area A - 166,000 sq. ft – Rate: 166,000 x \$0.082 x 12/365 = \$447.52 per day</u> <u>Area B - 225,000 sq. ft – Rate: 225,000 x \$0.082 x 12/365= \$606.58 per day</u> <u>Area C - 158,000 sq. ft – Rate: 158,000 x \$0.082 x 12/365 = \$425.95 per day</u>		
UTILITIES AND SERVICES: <input type="checkbox"/> The above rate includes utility charges for the following: <input type="checkbox"/> DIESEL <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input type="checkbox"/> JANITORIAL SERVICES & SUPPLIES <input type="checkbox"/> TRASH REMOVAL <input type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS <input checked="" type="checkbox"/> The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: <u>NA</u> .		

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: NA.

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 County of El Dorado, from any and all claims, liabilities, losses, damages, charges, etc. The County of El Dorado 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 County of El Dorado 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.acquisition.gov
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (MAY 2024)
- 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: WENDY COLEMAN	DATE: Digitally signed by WENDY COLEMAN Date: 2024.08.16 11:31:43 -07'00'
PRINT NAME AND TITLE:		PRINT NAME AND TITLE: Wendy Coleman, Contracting Officer	
PHONE NUMBER: EMAIL:		PHONE NUMBER: (385) 441-2768 EMAIL: wendy.coleman@usda.gov	



A = 166,000 Sq. Ft.
B = 225,000 Sq. Ft.
C = 158,000 Sq. Ft.

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name				3. Incident / Project		Financial Codes	
SUPPLY		08-06-2024 2257 PST		CROZIER				CA-AEU-022341		CFAA PN R5T1 (1522) [P] CFMA - Sub Geographical Agreement ABH	
5. Descriptive Location CROZIER CA-AEU-022341		6. TWN		RNG		SEC		Base MDM		9. Jurisdiction / Agency	
										Amador El Dorado Unit	
		LAT. 38° 49' 44" N		LONG. 120° 41' 51" W						10. Ordering Office Camino Interagency Emergency Command Center	
										4. Office Reference Number 022341	
										8. Incident Base / Phone Number Aircraft Desk 530-647-5217 CAL FIRE I/A Floor 530-647-5220 Expanded 530-647-5273 USFS I/A FLOOR 530-644-0200	

11. Aircraft Information										
Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards			
NaN°	3952	NL	Air Tactics	AirTactics	167.8125 NO TONE					
NaN°	3953	ZYT	Rotor Victor	AirToAir	119.575					
NaN°	3955	YYT	TFR Victor	AirToAir	123.175					
			CDF A/G 5 Air to Ground Command	AirToGround	159.2700 16 TX/RX					
			Air to Ground Tactical	AirToGround	166.9375					
			CDF CMD-2	Command	151.2650 RX / 159.3300 TX TONE-5 TX					
			VTAC-11	Tactical	151.1375 T6 TX/RX					
			CDF Tac 29	Tactical	151.1825 17 TX/RX					
			CDF TAC 30	Tactical	151.3475 T17 TX/RX					
			CDF TAC 26	Tactical	151.4750 16 TX/RX					
			VTAC-12	Tactical	154.4525 T6 TX/RX					
			CDF TAC 27	Tactical	159.2925 17 TX/RX					
			CDF TAC 28	Tactical	159.3075 17 TX/RX					

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-30004	2024-08-13 1117 PDT	David Alicea 530-647-6876	CA-CICC	1	Service - Land Rental	2024-08-16 0800 PDT	CROZIER CA-AEU-0223 41	CA-CICC	CA-CICC	Invalid date		Pending					
Travel Mode	Financial Code	PN R5T1 (1522)		Named Request	Special Needs	PLACERVILLE AIRPORT											
						Navigation/Reporting Instructions Incident Jetport(s): SMF*, PVF, MHR											

FILLED COUNTY OF EL DORADO 1202RZ24K4202

13. User Documentation		Entered By
Req. No.		