

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2021

<p>INCIDENT AGENCY (name, address, phone number)</p> <p><u>US FOREST SERVICE – ELDORADO NF</u> <u>100 Forni Rd, Placerville, CA 95667</u></p>	<p style="text-align: right;">Page 1 of 3</p> <p style="text-align: center;">AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</p> <p style="text-align: center;">AGREEMENT NUMBER: 1291S821K4095</p>
<p><u>Incident Buying Team</u></p>	<p>EFFECTIVE DATES</p> <p>a. beginning: 08/18/2021 b. ending: END OF INCIDENT</p>
<p>OWNER (name, address, phone number-include day/night/cell)</p> <p>ELDORADO COUNTY DEPARTMENT OF TRANSPORTATION 2441 HEADINGTON ROAD PLACERVILLE, CA 95667</p> <p>POINT OF CONTACT (if applicable): ASHLEY JOHNSON EMAIL: Ashley.johnson@edcgov.us PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or _____ DUNS: 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: ELDO State: CA Township: _____ Range: _____ Section: _____</p>	<p>INCIDENT NAME: <u> CALDOR FIRE </u></p> <p>INCIDENT NUMBER: <u> CA-ENF-024030 </u></p> <p>RESOURCE ORDER NUMBER: <u> S-9010 </u></p> <p>MODIFICATION No/DATE: _____</p> <p>MODIFICATION CO Initials: _____</p>
<p>TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):</p> <p><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 type="checkbox"/> PUBLIC ENTITY <input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> OTHER</p>	
<p>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>GROUND SUPPORT</u>.</p>	
<p>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)</p>	
<p>1 ACRE PAVED LOT LOCATED AT 2441 HEADINGTON ROAD, PLACERVILLE, CA 95667.</p> <p>DAILY USE FOR GROUND SUPPORT – LAND ONLY.</p>	
<p>RATE: For each day that the land/facilities are used, the Government will pay the rate of <u>\$200.00 PER DAY</u> or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be <u>\$N/A</u>, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed <u>\$25,000</u>. Payment shall be in accordance with the incident Agency payment procedures.</p> <p>Rate breakout: ___\$200.00 DAILY -</p>	
<p>UTILITIES AND SERVICES:</p> <p><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</p> <p><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>N/A</u>.</p>	

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.

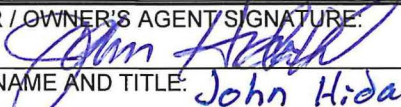
INSURANCE/ INDEMINIFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the ELDORADO COUNTY, from any and all claims, liabilities, losses, damages, charges, etc. The ELDORADO COUNTY does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The ELDORADO COUNTY 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: 8/31/21	CONTRACTING OFFICER'S SIGNATURE: ANNIE PROUT-GARCIA <small>Digitally signed by ANNIE PROUT-GARCIA</small>	DATE: 08/23/2021
PRINT NAME AND TITLE: John Hidahl, Chair	PHONE NUMBER: 530-621-5650	PRINT NAME AND TITLE: ANNIE PROUT-GARCIA CONTRACTING OFFICER	PHONE NUMBER: (530) 559-4151
EMAIL: basone@edc.gov.us		EMAIL: annie.prouit-garcia@usda.gov	

