


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of December 12, 2006**

AGENDA TITLE: Georgetown Airport – Emergency Facilities and Land Use Agreement

DEPARTMENT: General Services	DEPT SIGNOFF: 	CAO USE ONLY: 3
CONTACT: Jordan Postlewait		<i>Session 12-4-06</i>
DATE: 11/08/2005 PHONE: 5330		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
 The Department of General Services recommends that the Board of Supervisors:
 1) Approve the Emergency Facilities and Land use Agreement with the United States Forest Service for use of the Georgetown Airport during the Ralston fire, accept the associated funds and authorize the Chairman to sign.
 2) Approve and authorize the Chairman to sign the accompanying budget transfer increasing appropriations and estimated revenue in the Georgetown Airport's Enterprise Fund budget.

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Gill 12/15/06*

Financial impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source: <input type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other
BUDGET SUMMARY:	Other: _____
Total Est. Cost _____	CAO Office Use Only:
Funding	4/5's Vote Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Budgeted _____	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding _____ \$5,500.00	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Savings _____	CONCURRENCES:
Other _____	Risk Management <i>yes</i> _____
Total Funding _____ \$5,500.00	County Counsel <i>yes</i> _____
Change in Net County Cost _____ \$0.00	Other _____

***Explain** New revenue from US Forest Service

BOARD ACTIONS:

Vote: Unanimous _____ Or _____	I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors
Ayes: _____	
Noes: _____	
Abstentions: _____	
Absent: _____	
Rev. 04/05	Date: _____
	Attest: Cindy Keck, Board of Supervisors Clerk
	By: _____



The County of El Dorado

Department of General Services

Joanne Narloch, Director

Airports Parks & Grounds Division

Jordan L. Postlewait, Manager

Phone (530) 621-5330 Fax (530) 295-2540

November 8, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

RE: Georgetown Airport – Emergency Facilities and Land Use Agreement

Dear Board Members:

Recommendation:

The Department of General Services recommends that the Board of Supervisors:

- 1) Approve the Emergency Facilities and Land use Agreement with the United States Forest Service for use of the Georgetown Airport during the Ralston fire, accept the associated funds and authorize the Chairman to sign.
- 2) Approve and authorize the Chairman to sign the accompanying budget transfer increasing appropriations and estimated revenue in the Georgetown Airport's Enterprise Fund budget.

Background:

On September 5, 2006, the Ralston fire broke out in the northern part of the County. On September 6th, 2006 the County was approached by the United States Forest Service who were seeking to use the Georgetown Airport as a helicopter base to fight the fire. The Forest Service offered \$500.00/day (up to 7 days) and \$400.00/day for days 8 through 30 for use of the facility. The Georgetown Airport was subsequently closed to the public and was occupied by the Forest Service until the fire was contained on Sept 17, 2006.

On September 17, 2006 a 'post use' facility inspection of the Georgetown Airport was conducted by County employees. This inspection reviewed the condition of grounds, lighting and all other facilities on the Georgetown Airport and determined that the airport was left in good condition and no corrective action was required as a result of the airport having been used as a fire attack helicopter base.

Reason for Recommendation:

Board approval of the agreement is necessary in order to accept the funds being offered by the Forest Service as compensation.

The Emergency Facilities and Land use Agreement has been approved by County Council and Risk Management and is on file in the Board Clerk's office.

Fiscal Impact:

The County will be paid a total of \$5,500.00 by accepting this agreement.

Action to be taken following Approval:

General Services shall receive and deposit a fee totaling \$5,500.00

Respectfully submitted,



Joanne M. Narloch
Director

JMN: jlp

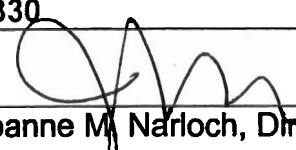
Contract #: _____

CONTRACT ROUTING SHEET

Date Prepared: 10/27/06

Need Date: 11/6/06

PROCESSING DEPARTMENT:

Department: General Services
 Dept. Contact: Jordan Postlewait
 Phone #: 5330
 Department Head Signature: 
Joanne M. Narloch, Director

CONTRACTOR:

Name: _____
 Address: _____
 Phone: _____

CONTRACTING DEPARTMENT: Review of Emergency Facilities & Land Use Agreement

Service Requested: _____


Contract Term: _____ Contract/Amendment Value: _____

Compliance with Human Resources requirements? Yes:


Compliance verified by: _____

EL DORADO COUNTY COUNSEL
 2005 OCT 30 AM 11:39
 No

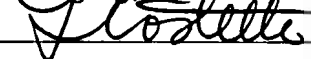
COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 11/1/06 By: 
 Approved: Disapproved: Date: _____ By: _____

ASSIGNMENT

DATE: 11/30/2006
 ATTORNEY: Ken Mac S
 DEPT. INDEX NO.: 46320
 BY: 

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 11/3/06 By: 
 Approved: Disapproved: Date: _____ By: _____

NOV 02 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: Disapproved: Date: _____ By: _____
 Approved: Disapproved: Date: _____ By: _____

June 2004

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)

USDA Forest Service
100 Forni Road
Placerville CA 95667
530-242-5160

Page 1 of 3

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT
AGREEMENT NUMBER

11BET-Ralston-06-0900

EFFECTIVE DATES

a. beginning 8 Sept 2008

b. ending End of Incident

OWNER (name, address, phone number-include day/night/cell/fax)

ELDERADO COUNTY 3501 Airport Dr
Placerville CA 95667
ATTN: DAVID NICOLLS
TW # 94-6000511

INCIDENT NAME: Ralston

INCIDENT NUMBER: CA-TNF-081443

RESOURCE ORDER NUMBER: N/A

JOB CODE (P No.) AND OVERRIDE: PCC44

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as Helicopt Base.

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)

Georgetown Airport / ELDERADO COUNTY
6245 AIRCRAFT WAY
Georgetown CA 95634

** \$500/day up to 7 days/\$400/day 8 through 30 days/\$300 per day beginning day 31.

PWD - Steve Gull
333-435216

-- vacated 17th (1800)
\$ 5500.00

7x500 = 3500
5x400 = 2000
\$ 5500.00

Airport - David
622-0459

County: Placer State: CA Township: _____ Range: _____ Section: _____

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.

RATE: For each DAY that the land/facilities are used, the Government will pay the rate of \$500 per Day. Ordinary wear and tear is included in the rate.

UTILITIES AND SERVICES: (check only one)

- The above rate includes utility charges for the following: 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 by the Contracting Officer based on _____
- Water is/will be charged separately.

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 in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer. (MUST BE VISUAL CHECK & POST INSPECTION)

P.S. - no charge for water

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.

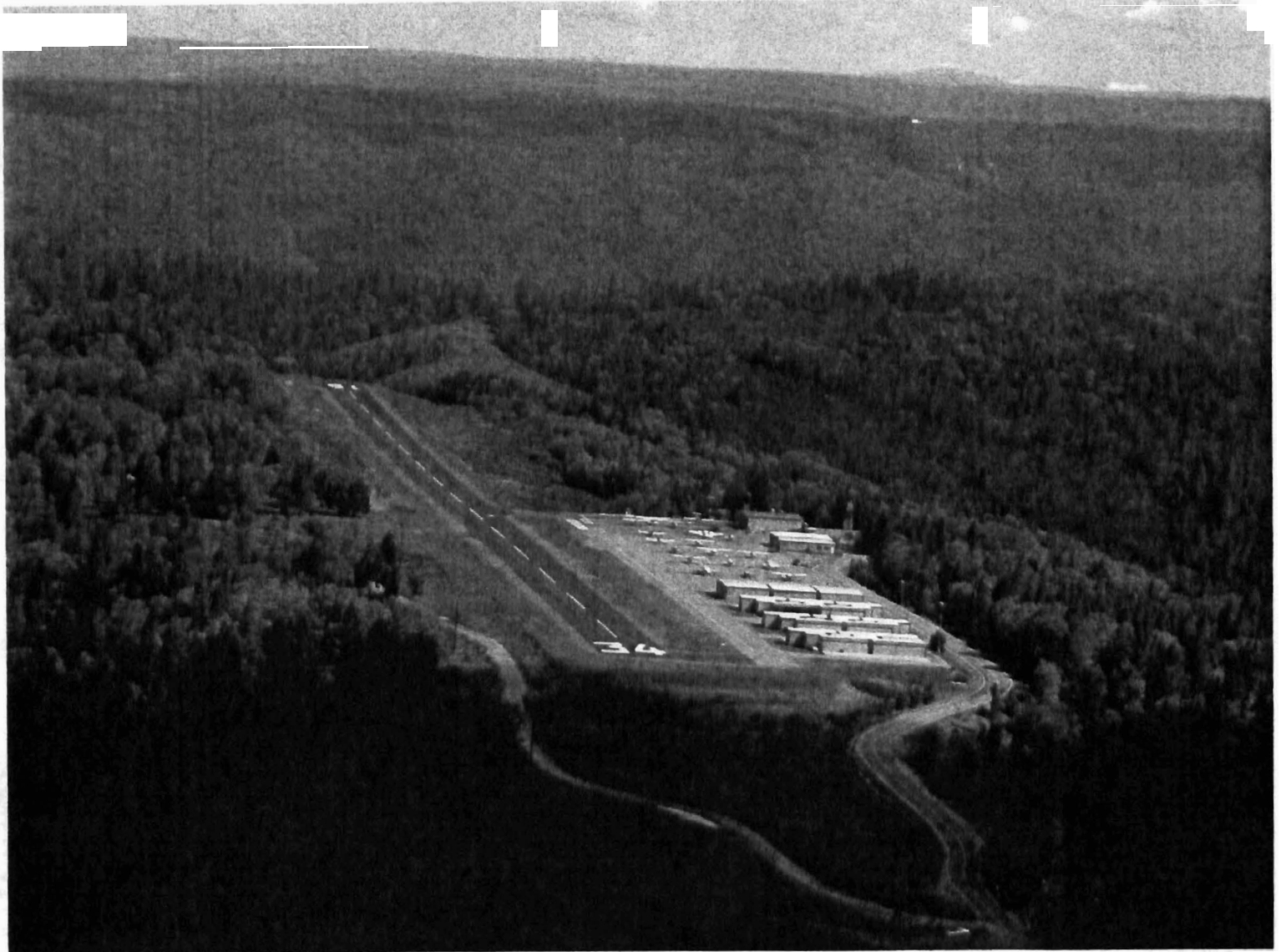
ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

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. Refer to attached Checklists.

OTHER: Describe in detail: *None*

TERMS AND CONDITIONS: See attachment.

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.



PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

SHITABLE FOR
INTENDED USE.

OWNER / OWNER'S AGENT SIGNATURE: <i>[Signature]</i>	DATE: 9-8-06	CONTRACTING OFFICER'S SIGNATURE: <i>[Signature]</i>	DATE: 8 Sep 06
PRINT NAME AND TITLE:		PRINT NAME AND TITLE: PAMELA J. VILHAUER, Contracting Officer	

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.

SEE ATTACHED

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:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE: PAMELA J. VILHAUER, Contracting Officer	

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman,
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT**

52-213-4 - Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items) (Jan 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, *Convict Labor* (June 2003) (E.O. 11755).
 - (ii) 52.222-21, *Prohibition of Segregated Facilities* (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, *Equal Opportunity* (Apr 2002) (E.O. 11246).
 - (iv) 52.225-13, *Restrictions on Certain Foreign Purchases* (Oct 2003) (E.O.S, proclamations, and administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (v) 52.233-3, *Protest After Award* (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, *Payments* (Apr 1984).
 - (ii) 52.232-8, *Discounts for Prompt Payment* (Feb 2002).
 - (iii) 52.232-11, *Extras* (Apr 1984).
 - (iv) 52.232-25, *Prompt Payment* (Oct 2003).
 - (v) 52.233-1, *Disputes* (July 2002).
 - (vi) 52.244-6, *Subcontracts for Commercial Items* (Apr 2003).
 - (vii) 52.253-1, *Computer Generated Forms* (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-19, *Child Labor—Cooperation with Authorities and Remedies* (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (ii) 52.222-20, *Walsh-Healey Public Contracts Act* (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iii) 52.222-35, *Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans* (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
 - (iv) 52.222-36, *Affirmative Action for Workers with Disabilities* (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (v) 52.222-37, *Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans* (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
 - (vi) 52.222-41, *Service Contract Act of 1965, As Amended* (May 1989) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
 - (vii) 52.223-5, *Pollution Prevention and Right-to-Know Information* (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
 - (viii) 52.225-1, *Buy American Act—Supplies* (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
 - (ix) 52.232-33, *Payment by Electronic Funds Transfer—Central Contractor Registration* (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
 - (x) 52.232-34, *Payment by Electronic Funds Transfer—Other than Central Contractor Registration* (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
 - (xi) 52.247-64 *Preference for Privately Owned U.S.-Flag Commercial Vessels* (APR 2003) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
 - (i) 52.209-6, *Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment* (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) **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):

<http://www.arnet.gov/far/>

or

<http://farsite.hill.af.mil/>

(d) **Inspection/Acceptance**. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights -

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) **Excusable delays**. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) **Termination for the Government's convenience**. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) **Termination for cause**. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) **Warranty**. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

**EL DORADO COUNTY
GENERAL SERVICES DEPARTMENT
Airports, Parks and Grounds Division
MEMORANDUM**

Date: October 16, 2006
To: Interested parties.
From: David Nicolls, Airport Operations Supervisor
Subject: Post Use Inspection, Ralston Incident.

On September 17, 2006, Ted Schweitzer conducted a "post use" (Ralston Incident) facility inspection of Georgetown Airport pursuant to "Emergency Facilities and Land Use Agreement". During this inspection no maintenance or operational discrepancies were noted as a result of the airport being used as a fire attack Helicopter Base.

This inspection reviewed the condition of grounds, lighting and all other facilities on the Georgetown Airport. No corrective action is required.

David Nicolls, Airport Operations Supervisor

