EMERGENCY FACILITIES & LAND USE AGREEMENT

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INCIDENT AGENCY (name, address, phone number) Region 2, Rocky Mountain Region Pike And San Isabel National Forest 2840 Kachina Drive Pueblo, Colorado 81008	AGREEMENT NUMBER MUST A RELATING TO THIS AGREEMENT N 1282X924K	AGREEMENT NUMBER:	
719-315-1536	EFFECTIVE DATES a. beginning: 6/24/2024	b. ending: end of incident	
OWNER (name, address, phone number-include day/night/cell) Fremont County Airport 60298 HWY 50 Penrose, CO 81240 POINT OF CONTACT (if applicable): Wesley Brandt 719.371.0634 EMAIL: wes.brandt@fremontco.com PAYMENT ADDRESS: ☑ Same as above, or UEI/SAM: CMJ5GW8AFKG2 REGISTERED IN SAM.GOV: ☑ Yes or ☐ No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): County: State: Township: Range: Section:	INCIDENT NAME: OAK RIDGE INCIDENT NUMBER: CO-PSF-00077 RESOURCE ORDER NUMBER: S-94 MODIFICATION No/DATE: MODIFICATION CO Initials:	9 ; S-226	
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 of			

	Page <u>2</u> of <u>3</u> Agreement No: <u>1282</u>	V034K4006	
RESTORATION: Restoration beyond ordinary wear and tear. (chect ☐ The above sum includes Government restoration of land/facilities ☐ practical. Restoration work includes: ☐ The above sum excludes restoration of land/facilities. Reasonatear) in restoring land/facilities to their prior condition shall be su	eck only one) ies. Restoration shall be performed to the exter able costs incurred by the owner (beyond ordina	nt reasonably	
ALTERATIONS: The Government may make alterations, attach fix land/facilities, install temporary culverts, trenching for utilities, which removed by the Government after the termination of the emergency	xtures or signs, erect temporary structures in or h shall be the property of the Government. Alte	upon the rations will be	
ORAL STATEMENTS: Oral statements or commitments supplement not be considered as modifying or affecting the provisions of this Ag	entary or contrary to any provisions of this Agree greement.	ement shall	
ORDINARY WEAR AND TEAR: Ordinary wear and tear is based or resulting from the incident.	on the customary use of the land/facilities, and	not the use	
CONDITION REPORTS: A joint pre and post-use physical inspection the parties; the purpose of the inspections shall be to reflect the exist	ion report of the land/facilities shall be made and sting site condition.	d signed by	
OTHER: Describe in detail:			
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 Fremont County Airport, from any and all claims, liabilities, losses, damages, charges, etc. The Fremont 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 Fremont County Airport 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 52.232-17 Interest (MAY 2014) FAR 52.232-1 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).			
OWNERTOWNER'S AGENT SIGNATURE: DATE: CC	ONTRACTING OFFICER'S SIGNATURE:	DATE:	
Dwayne McFall	RINT NAME AND TITLE: AVID WATSON, Contracting Officer /arrant ID: USDA-FS-2022-0041 HONE NUMBER: 480.204.9319 MAIL: DAVID.L.WATSON@USDA.GOV		