

## EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 04/2025

<b>INCIDENT AGENCY</b> (name, address, phone number) USDA Forest Service At-Incident Management Support Branch (AIMS) 26 Fort Missoula Road Missoula, MT 59804 Attn: Jennifer Travis	Page 1 of 5 <b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS                  RELATING TO THIS AGREEMENT</b> AGREEMENT NUMBER: 1282X926K4022
	<b>EFFECTIVE DATES</b> a. beginning: 7/1/2026 b. ending: End of Incident

<b>OWNER</b> (name, address, phone number-include day/night/cell) Fremont County, CO – 60298 Us Highway 50 E, Penrose, CO 81240-9513 719-784-3816 office, 719-371-0634 cell  POINT OF CONTACT (if applicable): Wes Brandt EMAIL: wes.brandt@fremontcountycoco.gov PAYMENT ADDRESS: Same as above, or UEI: C18YMM9U6D27 <input type="checkbox"/> _____  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: _____ State: _____ Township: _____ Range: _____ Section: _____	INCIDENT NAME: <u>Aspen Acres</u>  INCIDENT NUMBER: <u>CO-CUX-001160</u>  RESOURCE ORDER NUMBER: <u>S-347</u>
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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: \_\_\_\_\_.

**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)

Fremont County Airport - 60298 Hwy 50 Penrose, CO. 81240 (Airport address)



**RATE:** For each day that the land/facilities are used, the Government will pay the rate as indicated below. Ordinary wear and tear is included in the rate. The maximum amount to be paid under this agreement shall not exceed \$150,000. Payment shall be in accordance with the Incident Agency payment procedures.

Rate breakout: \$800.00/day plus \$500/day/aircraft (fuel trucks, maintenance trailers, crew vehicles)

Note: All restoration details are outlined on page 2 of this agreement.

**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 the owner the sum determined due by the Contracting Officer based on: NA

**RESTORATION:** Restoration beyond ordinary wear and tear.

Restoration costs have been pre-negotiated. The Government restoration of land/facilities includes:

Work to be performed: \_\_\_\_\_

OR

A one-time payment of \_\_\_\_\_ to cover the restoration associated with this agreement.

No restoration costs have been pre-negotiated for this agreement. Restoration above ordinary wear and tear and associated with the performance of the agreement will be assessed upon completion of the agreement. Request for restoration 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/ INDEMINIFICATION:** The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Owner, from any and all claims, liabilities, losses, damages, charges, etc. The Owner 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 Owner 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/](http://www.acquisition.gov/)

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JAN 2025)(DEVIATION FEB 2025)

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)

**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:

DATE:

*Debbie Bell*

*7-9-26*

PRINT NAME AND TITLE:

*Debbie Bell, Commissioner  
Fremont County  
PHONE NUMBER: 719-276-7300  
EMAIL: debbie.bell@fremontcountyco.gov*

PRINT NAME AND TITLE: Jennifer Travis, Contract Specialist

PHONE NUMBER: 970-373-7170  
EMAIL: Jennifer.travis@usda.gov









