

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE****CONTRACT AGREEMENT FOR USE OF PROPERTY FOR TEMPORARY
EMERGENCY FACILITIES**

OWNER: County of Fresno
ADDRESS: 3625 North Piedra Road
Sanger, CA 93657

DUNS: 078787397

The owner of the property described herein ("Owner"), or the duly appointed representative of the Owner, agrees to furnish the facilities to the U.S. Forest Service ("Government") for use as an Incident Command Post/Incident Base Camp as required in the event of a fire emergency, as determined by Government, at Government's sole discretion.

TERM:

This agreement shall commence on the date of execution by OWNER and continue through **October 31, 2021**.

DESCRIPTION OF COUNTY PROPERTY ("FACILITIES"):

Avocado Lake Park - excluding restroom facilities
3625 North Piedra Road
Sanger, CA 93657

RATE: For each day, or portion thereof that the facilities are used, the Government will pay the sum of \$1,037.00/Day.

Utilities: (check only one of the following boxes)

- ☒ [X] The above sum includes all utility charges.
- ☐ [] The above sum is inclusive of all charges as there are no utilities being furnished.
- ☐ [] The above sum is exclusive of utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on prior usage charges for a like period of time.
- ☐ [] Other - describe in detail.

MOWING: This agreement also includes the use of Fresno County Parks field mowers with crews to mow undeveloped portions of Avocado Lake Park. Mowers with crews will be paid at the rate of \$50.97 per hour. All operational costs will be included.

IRRIGATED AREAS: Areas within the park as marked on the aerial photo contained in the Sierra NF Incident Logistics Support Plan are limited to off road parking of vehicles under 14,000 GVWR and office trailers. No Fire Engines, Water Tenders or Heavy Equipment.

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.

ALTERATIONS: The Government may make alterations, attach fixtures or signs and erect structures in or upon the facilities. All such alterations will remain the property of the Government. Upon termination of use, the Government shall remove all such alterations and shall repair any damage caused by removal thereof.

CONDITIONS REPORT: A joint physical survey and inspection report (see page 4) of the facilities shall be made before and after use.

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). The Government shall restore Owner's facilities to its condition as it was prior to Government occupancy; restoration shall be performed to the extent reasonably practical. Claims for reasonable costs incurred by the Owner in restoring facilities to their prior condition shall be submitted to the Contracting Officer.

TERMS AND CONDITIONS: This Agreement is subject to the Prompt Payment Act (31 USC 1801) and to Office of Management and Budget Circular A-125. The following Terms and Conditions are incorporated by reference to 41 CFR:

FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.232-1	Payments (APR1984)
FAR 52.233-1	Disputes (May 2014)
FAR 52.232-25	Prompt Payment (Jul 2013)
FAR 52.243-1	Changes - Fixed Price (ALTERNATE I) (AUG 1987)
FAR 52.249-4	Termination of Convenience for the Government (Services) (APR 1984)
FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

NOTICES:

Any and all notices between OWNER and GOVERNMENT shall be in writing and shall be deemed duly served when deposited in the U.S mail, postage prepaid, addressed to the such party at the below addresses.

In the event use of the Facilities is required by GOVERNMENT, GOVERNMENT shall first notify OWNER of such need by telephone and/or the email address noted below:

OWNER OR OWNER'S AGENT

By: [Signature]
Title: Director of Public Works & Planning
Date: _____
Name: Steven E. White
Address: Fresno County
2220 Tulare Street, 8th Fl
Fresno, CA 93721
Telephone: 559-600-4548

GOVERNMENT AGENCY

By: Patrick J. Gallegos
Title: Contracting Officer
Date: _____
Name: Patrick J. Gallegos
Address: Sierra National Forest
1600 Tollhouse Road
Clovis, CA 93611
Telephone: 559 297-0706 ext 4830

JOINT FACILITIES USE INSPECTION REPORT

PRE-USE INSPECTION:

OWNER/AGENT

Signature: _____
Title: _____
Date: _____

GOVERNMENT

Signature: _____
Title: _____
Date: _____

XX

POST-USE INSPECTION:

OWNER/AGENT

Signature: _____
Title: _____
Date: _____

GOVERNMENT

Signature: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first hereinabove written.

CONTRACTOR Contracting Officer
Patrick J. Gallegos
(Authorized Signature)

PATRICK J. GALLEGOS, Contracting Officer

COUNTY OF FRESNO

BY Brian Pacheco
BRIAN PACHECO, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
BERNICE E. SEIDEL, CLERK
BOARD OF SUPERVISORS

BY Bernice E. Seidel
DEPUTY

REVIEWED AND RECOMMENDED
FOR APPROVAL
STEVEN E. WHITE, DIRECTOR
DEPARTMENT OF PUBLIC WORK AND PLANNING

BY Steven E. White

APPROVED AS TO LEGAL FORM
DANIEL C. CEDERBORG
COUNTY COUNSEL

BY: Daniel C. Cederborg
DEPUTY

APPROVED AS TO ACCOUNTING
FORM
OSCAR J. GARCIA, CPA
AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

BY Oscar J. Garcia
DEPUTY

CA Sales Tax Permit No.
(Out-of-State vendors):

FOR ACCOUNTING USE ONLY:
Fund 0001
Subclass 10000
Org. 7910
Account No.:
