

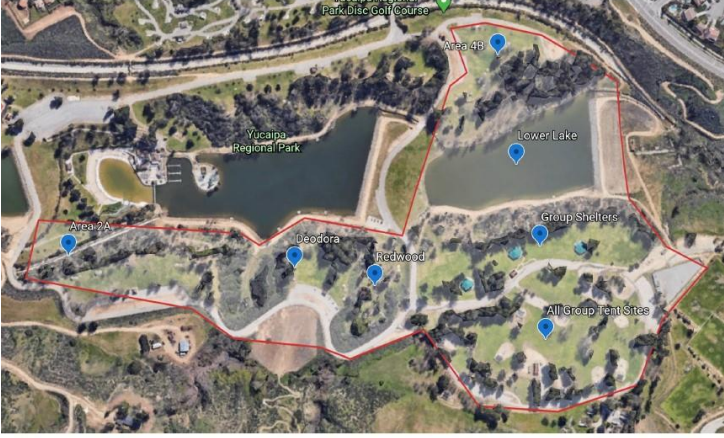
EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number) San Bernardino National Forest 602 S. Tippecanoe Ave. San Bernardino, CA 92408	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT : <u>129AB520K5030</u>	
OWNER (name, address, phone number-include day/night/cell) San Bernardino County - Yucaipa Regional Park 33900 Oak Glen Rd., Yucaipa, CA 92399 POINT OF CONTACT (if applicable): EMAIL: PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or _____ DUNS: REGISTERED IN SAM.GOV: <input 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: _____		EFFECTIVE DATES a. beginning: <u>08/02/2020</u> b. ending: <u>end of incident</u> INCIDENT NAME: <u>APPLE</u> INCIDENT NUMBER: <u>CA-RRU-096640</u> RESOURCE ORDER NUMBER: <u>S- 50088</u> MODIFICATION No/DATE: _____ MODIFICATION CO Initials: _____

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 ICP. sleeping area, parking, staging area, all ordered equipment to support ICP will be located on site.

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)



USE AREA—GROUP TENT, GROUP SHELTERS, LOWER LAKE, 2A, 4B, DEODORA, REDWOOD

EXHIBIT A

- No charge for pulling water out of lake
- No charge for Gate house
- In lieu of Potable water meters on all the water sources, the park has agreed provide paper work to show what they normally use an will charge the Forest Service the difference, at their rate, at the end of the incident.
- Included in pricing are the use of two 40 yard dumpsters, FACL will arrange for additional service and the Forest Service will pay.
- Included is the use of grey water dumpsite.

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$7010./daily. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ N/A regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$ N/A Payment shall be in accordance with the incident Agency payment procedures. ****See attached Special Event Quote Form for pricing breakdown.**

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 to the owner the sum determined due by the Contracting Officer based on: _____.

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:_____.

TERMS AND CONDITIONS: See attachment.

INSURANCE/INDEMNIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the San Bernardino Regional Park, from any and all claims, liabilities, losses, damages, charges, etc. The San Bernardino Park 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 San Bernardino Regional Park 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) (JULY 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 52.232-25 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:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER: EMAIL:		PHONE NUMBER: EMAIL:	

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.
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[illegible]

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
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PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
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POST-USE INSPECTION: Description of photos/ condition immediately following the Government's occupancy.

[illegible]

☐ NO DAMAGE NO CLAIMS

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:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
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PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
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