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	_			
INCIDENT AGENCY (name, address, phone number)				
San Bernardino NF	AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT			
602 S. Tippecanoe Ave.	AGREEMENT N			
• •	129AB520K	5304		
San Bernardino, CA 92408	EFFECTIVE DATES			
(909) 382-2682 (Voice)	a. beginning: 09/06/2020	b. ending: End of Incident		
(TDD/TTY dial (800) 735-2922)		b. ending. End of incident		
(100)111 diai (600) 733-2322)				
OWNER (name, address, phone number-include day/night/cell)				
Yucaipa Regional Park	INCIDENT NAME: El Dorado			
	INCIDENT NAME: EL DORAGO			
33900 Oak Glen Road,	INCIDENT NUMBER, CA PRU 04000	N.F.		
Yucaipa, CA 92399	INCIDENT NUMBER: CA-BDU-01292	:5		
909.790.3127	RESOURCE ORDER NUMBER: S-11	22		
<u>_</u>	RESOURCE ORDER NUMBER. 5-11	22		
PAYMENT ADDRESS: 🛛 Same as above, or	MODIFICATION No/DATE			
DUNS:	MODIFICATION No/DATE:			
REGISTERED IN SAM.GOV: ☐ Yes or ☒ No, complete vendor set				
up form				
EIN/SSN (only if not in SAM):				
County: Jefferson State: OR Township: Range: Section:				
POINT of Contact (Name, number, email): if applicable:				
TVDE OF CONTRACTOR (IIVII ARRECORDIATE ROVEO)				
TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)				
SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WC	DMEN OWNED HUBZONE SERVICE DISABL	ED VETERAN OTHER		
The owner of the property described herein, or the duly appointed repres	sentative of the owner agrees to furnish	the land/facilities for use as		
Incident Support Camp.	sentative of the owner, agrees to furnish	the land/lacilities for use as		
incident Support Camp.				
DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or l	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				
Parking, camping, water, grey water, dumpster group	n as well as grounds maintens	ance and ignitorial		
	p as well as grounds maintene	ance and janitorial		
services from park staff				
RATE: For each day that the land/facilities are used, the Government will pay the				
minimum amount guaranteed to be paid under this agreement shall be \$NA, rega	ardless of the length of use. Payment shall be	e in accordance with the incident		
Agency payment procedures.				
Rate breakout:				
Deodora \$400.00 per day				
Group 1 \$400.00 per day				
Group 2 \$400.00 per day				
Group 3 \$400.00 per day				
Redwood \$100.00 per day				
Utility Fee \$100.00 per day				
Open Areas (9ac) \$4500.00 per day				
(9)Tent Sites \$90/ea day= \$810.00 per day				
UTILITIES AND SERVICES: (check only one)				
☐ The above rate includes utility charges for the following: ☐ DIESEL ☐ GA	S □ FLECTRICITY ⊠WATER □ TOILET:	SUPPLIES		
☐ JANITORIAL SERVICES ☐ TRASH REMOVAL ☐ SEPTIC SERVICE ☐ EXISTING TELECOMMUNICATIONS				
☐ The above rate excludes restocking of paper supplies. The Government will pay to the owner the sum determined due by the Contracting Officer based				
On:				
DESTORATION D. 4. II. II. II. III. III. III. III. I				
RESTORATION: Restoration beyond ordinary wear and tear. (check only one) The above sum includes Government restoration of land/facilities. Restoration	on shall be performed to the system to see the	ly practical		

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☑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.

<u>ALTERATIONS:</u> 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.

<u>ORAL STATEMENTS:</u> 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:

<u>Use of dumpsters on site will be used exclusively by the FS IMT and the FS will pay for the tipping fees for the duration of the occupancy of the site.</u> There is a one-time \$100 utility access fee and it would be required that any additional water costs would be covered by USDA Forest Service.

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 Yucaipa Regional Park. From any and all claims, liabilities, losses, damages, charges, etc. The Yucaipa Regional 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 Yucaipa 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].

<u>CHECKLIST(s)</u>: 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.



There is one known water leak near the 2A bathrooms.

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): https://www.acquisition.gov/far/ FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JUN 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: CONTRACTING OFFICER'S SIGNATURE: DATE: 09/06/2020

> PRINT NAME AND TITLE: Gavin Smith CO

PHONE NUMBER: 541-799-3632

EMAIL: gavin.smith@usda.gov

PRINT NAME AND TITLE: Curt Hagman, Chairman, Board of Supervisors

PHONE NUMBER:

EMAIL:

	ATT	ACHMENT 1			
PRE-USE INSPECTION: Description or photos	PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.				
a kurawa watan laak waa idantifiad b	, the Vivesiae Desia	and Dayly staff mout to the westween in last 2	10		
-a known water leak was identified by	<u>/ the Yucaipa Regio</u>	onal Park staff next to the restroom in loop 2	<u>.a</u>		
OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:		
PRINT NAME AND TITLE:	I	PRINT NAME AND TITLE:			
POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy. No damage no. claim. The land was in the same condition at the end of the rental period.					
		·			
TOTAL AMOUNT DUE \$					
RELEASE OF CLAIMS STATEMENT: Contract r	elease for and in consid	deration of receipt of payment in the amount shown in 'tr	otal amount due' Contractor		
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:					
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EMERGENCY FACILITIES & LAND US	SE AGREEMENT	129AB520K5304	
			Page 4 of 4
OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	