



Contract Number

20-977

SAP Number

## Regional Parks Department

Department Contract Representative  
Telephone Number

Beahta R. Davis  
(909) 387-2340

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

USDA Forest Service

Gavin Smith

September 6, 2020- Termination

\$7,010/day

\$7,010/day

6522111000

### Briefly describe the general nature of the contract:

Agreement for the use of Yucaipa Regional Park from September 6, 2020-undetermined as an Incident Command Post for the El Dorado Fire whereby the County will receive \$7,010 a day.

### FOR COUNTY USE ONLY

Approved as to Legal Form

Dawn Martin, Deputy County Counsel

Date

9/23/20

Reviewed by Contract Compliance

Patrick Scalzitti, Finance and Operations Chief

Date

9-25-2020

Presented to BOS for Signature

Beahta R. Davis, Director, Regional Parks Department

Date

9/25/2020

<b>INCIDENT AGENCY (name, address, phone number)</b> San Bernardino NF 602 S. Tippecanoe Ave. San Bernardino, CA 92408 (909) 382-2682 (Voice) (TDD/TTY dial (800) 735-2922)	<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b> AGREEMENT NUMBER <b>129AB520K5304</b>																
	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 2px;"><b>EFFECTIVE DATES</b> a. beginning: 09/06/2020</td><td style="width: 50%; padding: 2px;">b. ending: End of Incident</td></tr></table>	<b>EFFECTIVE DATES</b> a. beginning: 09/06/2020	b. ending: End of Incident														
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<b>OWNER (name, address, phone number-include day/night/cell)</b> <b>Yucaipa Regional Park</b>  33900 Oak Glen Road, Yucaipa, CA 92399 909.790.3127  PAYMENT ADDRESS: <input checked="" type="checkbox"/> Same as above, or _____ <b>DUNS:</b> REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No, complete vendor set up form EIN/SSN (only if not in SAM): County: Jefferson State: OR Township: Range: Section: <b>POINT of Contact (Name, number, email): if applicable:</b>	<b>INCIDENT NAME:</b> El Dorado  <b>INCIDENT NUMBER:</b> CA-BDU-012925  <b>RESOURCE ORDER NUMBER:</b> S-1122  <b>MODIFICATION No/DATE:</b> _____																
<b>TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)</b> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> HUBZONE <input type="checkbox"/> SERVICE DISABLED VETERAN <input checked="" type="checkbox"/> 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 <u>Incident Support Camp.</u>																	
<b>DESCRIPTION OF LAND/FACILITIES:</b> 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)																	
<b>Parking, camping, water, grey water, dumpster group as well as grounds maintenance and janitorial services from park staff</b>																	
<b>RATE:</b> For each day that the land/facilities are used, the Government will pay the rate <u>as indicated below</u> . Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be <u>\$NA</u> , regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures.																	
<b>Rate breakout:</b>																	
<table style="width: 100%;"><tr><td style="width: 30%;">Deodora</td><td>\$400.00 per day</td></tr><tr><td>Group 1</td><td>\$400.00 per day</td></tr><tr><td>Group 2</td><td>\$400.00 per day</td></tr><tr><td>Group 3</td><td>\$400.00 per day</td></tr><tr><td>Redwood</td><td>\$100.00 per day</td></tr><tr><td>Utility Fee</td><td>\$100.00 per day</td></tr><tr><td>Open Areas (9ac)</td><td>\$4500.00 per day</td></tr><tr><td>(9)Tent Sites</td><td>\$90/ea day= \$810.00 per day</td></tr></table>		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
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<b>UTILITIES AND SERVICES:</b> (check only one) <input checked="" type="checkbox"/> The above rate includes utility charges for the following: <input type="checkbox"/> DIESEL <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRICITY <input checked="" type="checkbox"/> WATER <input type="checkbox"/> TOILET SUPPLIES <input checked="" type="checkbox"/> JANITORIAL SERVICES <input checked="" type="checkbox"/> TRASH REMOVAL <input checked="" type="checkbox"/> SEPTIC SERVICE <input type="checkbox"/> EXISTING TELECOMMUNICATIONS <input type="checkbox"/> 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: <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 5px;"></div>																	
<b>RESTORATION:</b> Restoration beyond ordinary wear and tear. (check only one) <input type="checkbox"/> 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 in restoring land/facilities to their prior condition shall be submitted 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:

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. 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/ INDEMNIFICATION:** 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].

**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.



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

EXHIBIT A

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

**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):

<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:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

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

PRINT NAME AND TITLE:

PHONE NUMBER:

PHONE NUMBER: 541-799-3632

EMAIL:

EMAIL: gavin.smith@usda.gov

**ATTACHMENT 1****PRE-USE INSPECTION:** Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

-a known water leak was identified by the Yucaipa Regional Park staff next to the restroom in loop 2a

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

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 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:	
CONTRACTING OFFICER'S SIGNATURE:		DATE:	
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	