

INCIDENT AGENCY (name, address, phone number)

San Bernardino NF
602 S. Tippecanoe Ave.
San Bernardino, CA 92408
(909) 382-2682 (Voice)
(TDD/TTY dial (800) 735-2922)

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT
AGREEMENT NUMBER
129AB520K5305

EFFECTIVE DATES

a. beginning: 09/05/2020

b. ending: End of Incident

OWNER (name, address, phone number-include day/night/cell)

City of Redlands
P.O. Box 3005
35 Cajon St
Redlands, CA 92373
909-798-7655

INCIDENT NAME: El Dorado

INCIDENT NUMBER: CA-BDU-012925

RESOURCE ORDER NUMBER: S-1037

MODIFICATION No/DATE: _____

PAYMENT ADDRESS: Same as above, or _____

DUNS: 094712205

REGISTERED IN SAM.GOV: Yes or No, complete vendor set up form

EIN/SSN (only if not in SAM):

County: San Bernardino State: CA Township: Range: Section:

POINT of Contact (Name, number, email): if applicable: Chris Boatman, cboatman@cityofredlands.org

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN 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 Incident Support at Redlands Municipal Airport.

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)

Physical Location: 1755 Sessums Driver, Redlands, CA 92374

Using Facility for Rotar Wings Operations

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 minimum amount guaranteed to be paid under this agreement shall be \$1,000.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$4,000.00. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout:

\$200 Daily/\$1,000 Weekly Rate/ \$4,000 Monthly Rate

UTILITIES AND SERVICES: (check only one)

The above rate includes utility charges for the following: DIESEL GAS ELECTRICITY 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:

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 Government will procure sweeping services after end of incident/facility usage.

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:

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 City of Redlands from any and all claims, liabilities, losses, damages, charges, etc. The City of Redlands 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 City of Redlands 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):
<https://www.acquisition.gov/far/>
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (AUG 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: 9-10-2020	CONTRACTING OFFICER'S SIGNATURE: 	DATE: 09/10/2020
PRINT NAME AND TITLE: PHONE NUMBER: EMAIL:	PRINT NAME AND TITLE: Breanne Parker, CO PHONE NUMBER: 541-805-4611 EMAIL: Breanne.parker@usda.gov		

ATTACHMENT 1

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

See Attached Pictures (Pages 4-8)

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

9-10-2020

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

CHRIS BOATMAN, DIRECTOR

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:

9-10-2020

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

CHRIS BOATMAN, DIRECTOR

PRINT NAME AND TITLE:











RESOURCE ORDER	Initial Date/Time	2. Incident / Project Name EL DORADO			3. Incident / Project CA-BDU-012925	Financial Codes CFAA NJ4B [P] PNNJ4B MMA
SUPPLY	09-05-2020 1023 PST				4. Office Reference Number 012925	9. Jurisdiction / Agency San Bernardino Unit
5. Descriptive Location OAK GLEN RD OAK_GLEN CA-BDU-012925		6. TWN 1S	RNG 1W	SEC SN28	Base MDM San Bernardino, CA	8. Incident Base / Phone Number
		LAT. 34° 3' 9" N				
		LONG. 116° 59' 26" W				
10. Ordering Office San Bernardino Emergency Command Center						

11. Aircraft Information

Bearing	Distance	VOR	Contact Name	Frequency Type	Assigned Frequency	Reload Base	Other Aircraft / Hazards
-10.01°	15	SJY				SBD	
46.58°	17	RIV				BIH	
79.07°	19	SB				HMT	
						WJF	

12. Request Number	Ordered. Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-1037	2020-09-07 1051 PDT	BDF Expanded Supervisor (909) 382-2653	CA-BDCC	1	Service - Land Rental	2020-09-05 0800 PDT	REDLANDS AIRPORT	CA-BDCC	CA-BDCC		Pamela Deer						
Travel mode		Financial Code PNNJ4B		Named Request		Special needs Redlands Airport - rotar wing operations, Airport Manager Carl Bruce Shaffer, (909) 557-8520, cshaffer@cityofredlands.org					Navigation/Reporting Intructions						
S-1122	2020-09-07 2119 PDT	BDF Expanded Supervisor (909) 382-2653	CA-BDCC	1	Service - Land Rental	2020-09-05 1800 PDT	YUCAIPA REGIONAL PARK	CA-BDCC	CA-BDCC		Gavin Smith						
Travel mode		Financial Code PNNJ4B		Named Request		Special needs For Yucaipa Regional Park, effective 9/5/2020					Navigation/Reporting Intructions 33900 OAK GLEN ROAD YUCAIPA, CA 92399						

13. User Documentation

Req. No.	Documentation	Entered By
----------	---------------	------------