EMERGENCY FACILITIES & LAND USE AGREEMENT

IDAWY Acquisition Service Center
1405 Hollipark Drive
Idaho Falls, ID 83401

AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT
AGREEMENT NUMBER
AG-02NV-P-16-5010

EFFECTIVE DATES
a. beginning 08/23/2016
b. ending END OF INCIDENT

INCIDENT NAME: Henrys Creek Fire
INCIDENT NUMBER: ID-BBN-003174
RESOURCE ORDER NUMBER: S-67
JOB CODE (P#) AND OVERRIDE: PNKM50(1502)

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

Bonneville County
604 North Capital Ave.
Idaho Falls, ID 83402

DUNS: 82-6002886
PAYMENT ADDRESS [X] Same as above, or

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as

HELIBASE AND STAGING OF EQUIPMENT

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.

JUNIPER CAMPGROUND LOCATED AT THE RIRE RESEVOIR 226 MEADOW CREEK ROAD, RIRE, ID LAT 43 22 24 N LONG. 111 56 49 W

County: BONNEVILLE, State: ID, Township: 1N, Range: 38E, Section: 36

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.

RATE: For each day that the land/facilities are used, the Government will pay the rate of $150.00 per day. Ordinary wear and tear is included in the rate. The maximum amount to be paid under this agreement shall not exceed $1,000.00, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

[X] The above rate includes utility charges for the following:

- GAS
- ELECTRICITY
- WATER
- TOILET SUPPLIES
- JANITORIAL SERVICES & SUPPLIES
- RASH 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:

[ X ] 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.

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. Refer to attached Checklists.

OTHER: Describe in detail:

TERMS AND CONDITIONS: See attachment.

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.

ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

<table>
<thead>
<tr>
<th>OWNER / OWNER’S AGENT SIGNATURE:</th>
<th>DATE:</th>
<th>CONTRACTING OFFICER’S SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROGER CHRISTENSEN, BONNEVILLE COUNTY COMMISSIONER CHAIRMAN</td>
<td>08/23/2016</td>
<td></td>
<td>08/23/2016</td>
</tr>
<tr>
<td>PHONE NUMBER (if different from Owner’s)</td>
<td>(208) 529-1360</td>
<td>PRINT NAME AND TITLE:</td>
<td>AMELIA VELASCO, CONTRACTING OFFICER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PHONE NUMBER:</td>
<td>(208) 557-5848</td>
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</table>
PRE-USE INSPECTION: Description or photos (no digital) or condition immediately prior the Government's occupancy. Refer to attached checklist.

SEE PHOTOS ABOVE

Owner/Agent: ROGER CHRISTENSEN
(Print Name)
Signature: ______________________
Date: __8/23/2016________________

Government Agent: AMELIA VELASCO
(Print Name)
Signature: ______________________
Date: __8/23/2016________________

POST-USE INSPECTION: Description of photos (no digital) or condition immediately following the Government's occupancy.


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/Agent: ROGER CHRISTENSEN
(Print Name)
Signature: ______________________
Date: ____________________________

Government Agent: AMELIA VELASCO
(Print Name)
Signature: ______________________
Date: ____________________________
FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items), TERMS AND CONDITIONS—SIMPPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

   (1) The clauses listed below implement provisions of law or Executive order:
      (i) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
      (ii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
      (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

   (2) Listed below are additional clauses that apply:
      (i) 52.232-1, Payments (Apr 1984).
      (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
      (iii) 52.232-11, Extras (Apr 1984).
      (iv) 52.232-25, Prompt Payment (Jul 2013).
      (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
      (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
      (vii) 52.233-1, Disputes (May 2014).
      (viii) 52.244-6, Subcontracts for Commercial Items (Jun 2016).
      (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

   (1) The clauses listed below implement provisions of law or Executive order:
      (ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold.)
      (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000 (May 2014) (41 U.S.C. chapter 63) (Applies to supply contracts over $15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
      (iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of $150,000 or more).
      (v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over $15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
      (vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of $150,000 or more).
      (vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over $2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the
United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).


(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693) (applies to contracts for products as prescribed at FAR 23.804(a)).

(xii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xiv) 52.223-20, Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xv) 52.223-21, Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvi) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States).

(xviii) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information).

(xix) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:
(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (Applies to contracts over $35,000).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR. 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

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

1. Within a reasonable period of time after the defect was discovered or should have been discovered; and

2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

52.232-11 - Extras (APRIL 1984).

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.
52.236-7 - Permits and Responsibilities (NOV 1991).

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.243-5 - Changes and Changed Conditions (APR 1984).

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless-

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

52.204-3 - Taxpayer Identification (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: ___________________________.

☐ TIN has been applied for.

☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other ________________________________

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ________________________________

TIN ________________________________