RESOLUTION - ACTION REQUESTED 2014-411

MEETING: August 12, 2014

TO: The Board of Supervisors

FROM: Rick Benson, County Administrative Officer

RE: Emergency Facilities & Land Use Agreement with USDA Forest Service

RECOMMENDATION AND JUSTIFICATION:
Ratify Two Emergency Facilities & Land Use Agreements (YOSE-14-5007 & AG-9A40-B-14-0012) with the United States Department of Agriculture (USDA) Forest Service for Use of the Mariposa County Airport as a Heli-Base. The Forest Service requested use of the Mariposa Airport for use as a heli-base to support helicopters, trailers, fuel tenders, and air-base personnel while fighting the El Portal Fire and the French Fire. Due to the emergency situation and deadlines for submitting financial paperwork to the Incident Command personnel, it was necessary for the Agreements to be signed and emailed back to the Forest Service prior to first receiving Board approval. The Forest Service will pay the County $200/day for the use of the Airport beginning on August 1, 2014, and terminating when the El Portal Fire incident has ended, and $200/day for use of the Airport in future fire incidents through December 31, 2018. Having a multi-year Agreement will facilitate payments to the County when the Airport is used as a heli-base during emergency fire situations involving the Forest Service.

Using the Airport as a heli-base has very little impact on the "normal" use of the Airport for private planes as they are not based near the runways. Allowing the Forest Service to use the Airport as a heli-base during emergency fire situations will facilitate fire suppression efforts by not requiring the helicopters to travel a greater distance from fires that are occurring in or near Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has ratified agreements in the past that due to extenuating circumstances could not first be approved by the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not ratify the Emergency Facilities & Land Use Agreement and direct staff to rescind the Agreement. The County will not receive $200/day for the use of the Airport as a heli-base.
FINANCIAL IMPACT:
The Airport Fund will receive $200/day for use as a heli-base during emergency fire situations that involve the Forest Service.

ATTACHMENTS:
USDA Emergency Facilities & Land Use Agreement (PDF)
UDSA Use of Temporary Emergency Facilities (PDF)

CAO RECOMMENDATION
Requested Action Recommended

[Signature]
Rick Benson, County Administrative Officer

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Lee Stetson, District I Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Lee Stetson, Merlin Jones, Kevin Cann, John Carrier
EXCUSED: Janet Bibby
Emergency Equipment - Use Invoice

This invoice has not received a final audit and is subject to change prior to payment

1. CONTRACTOR (Name and address)
   PUBLIC WORKS MARIPOSA COUNTY
   BARBARA P.O. BOX 784
   MARIPOSA CA 95338
   b. DUNS: 071859607
c. TIN/FIN:

2. INCIDENT OR PROJECT NAME
   EL PORTAL
   CA-YNP-000083

3. AGREEMENT NUMBER (From OF-894)
   YOSE-14-5007

4. EFFECTIVE DATES OF AGREEMENT
   a. Beginning: 7/26/2014
   b. Ending: 8/3/2014

5. EQUIPMENT (List make, model, serial no., etc.)
   UNIQUE ID: MARIPOSA AIRPORT
   Make: HELI-BASE
   Model:

   MISCELLANEOUS

6. POINT OF HIRE (Location when hired)
   MARIPOSA, CA

7. DATE OF HIRE
   07/26/2014

8. TIME OF HIRE
   0600

9. ADMINISTRATIVE OFFICE FOR PAYMENT
   NATIONAL PARK SERVICE - AOC
   PO BOX 100000
   13462 SUNRISE VALLEY DRIVE
   HERNDON VA 20171

10. THE WORK RATE IS BASED ON ALL OPERATING
    SUPPLIES BEING FURNISHED BY
    ☑ CONTRACTOR (wet)   ☐ GOVERNMENT (dry)

11. OPERATOR FURNISHED BY
    ☑ CONTRACTOR   ☐ GOVERNMENT

12. RESOURCE ORDER NUMBER
    S-100301

13. YEAR 2014

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19. CHARGE CODE
    H9MF

20. OBJECT CODE

21. EQUIPMENT WAS
    ☑ RELEASED   ☐ WITHDRAWN
    Date: 8/2/2014
    Time: 22:00

22. REMARKS
    FINAL
    None
    Prior Partial Payments

23. GROSS AMOUNT DUE
    $1,800.00

24. ITEM 23 FROM PREVIOUS PAGE

25. TOTAL AMOUNT DUE
    $1,800.00

26. DEDUCTIONS (attach statement)
    $0.00

27. ADDITIONS (attach statement)
    $0.00

28. NET AMOUNT DUE
    $1,800.00

29. NOTE: CONTRACT RELEASE FOR AND IN CONSIDERATION OF RECEIPT OF PAYMENT IN THE AMOUNT SHOWN ON "NET AMOUNT DUE" LINE 28.
    CONTRACTOR HEREBY RELEASES THE GOVERNMENT FROM ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEPT AS RESERVED IN
    "REMARKS" BLOCK 22.

30. CONTRACTOR'S SIGNATURE
    Barbara (Signed)

31. DATE
    8/4/14

32. RECEIVING OFFICER'S SIGNATURE
    (Signature)

33. DATE
    8/4/14

34. PRINT NAME AND TITLE
    Barbara Carr
    Asst. Dir.

35. PRINT NAME AND TITLE
    Katherine E. Rainey, Proc

Printed: 08/04/2014 05:11
EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number):
USDA FOREST SERVICE
NORTHERN PROVINCE ACQUISITIONS
2550 RIVERSIDE DRIVE
SUSANVILLE, CA 96130

CA-YNP-0083
H9MF

OWNER (name, address, phone number include day/night/cell/fax):
Public Works Mariposa County
Barbara Carrier
PO 784
Mariposa, CA 95338

DUNS: 071859607

EFFECTIVE DATES
a. beginning
07/26/2014
b. ending
End of Incident

PAYMENT CENTER:
National Park Service, Accounting Operations Center (AOC)
PO Box 100000
13462 Sunrise Valley, Drive
Herndon, VA 20171

TYPE OF CONTRACTOR (check appropriate boxes):
SMALL BUSINESS [ ] LARGE BUSINESS [ ] SMALL DISADVANTAGED OWNED [ ] WOMEN OWNED [ ] HUBZONE [ ] SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as a location for crews to sleep and use the restrooms.

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.

Airport Address: 5020 Macready Way, Mariposa, CA 95338

USE: Airport will be used as a heli-base to support helicopters, support trailers, fuel tenders and airbase personnel

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 the land/facilities used, the Government will pay the rate of $200 per day. Ordinary wear and tear is included in the rate.

UTILITIES AND SERVICES:
[ ] The above rate includes utility charges for the following: [ ] 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 to repair any damage caused by the negligence of the Government.
[ ] 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.

PAYMENT: Payment documents shall be sent to National Park Service, 3050 N.E. 3rd Street, Prineville, OR 97754 upon receipt of invoice by the owner or by the Emergency Use Invoice. Invoice shall be submitted to Finance Section, or Contracting Officer.

TERMS AND CONDITIONS:

OWNER / OWNER'S AGENT SIGNATURE:___________________________________________ DATE: 8/4/14

CONTRACTING OFFICER'S SIGNATURE:_________________________________________ DATE: 8/4/14

PRINT NAME AND TITLE: BARBARA CARRIER, ASSISTANT DIRECTOR PUBLIC WORKS PHONE NUMBER: 209-966-3222

PRINT NAME AND TITLE: KATHERINE E. PASINI, CONTRACTING OFFICER PHONE NUMBER: 530-252-8621

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL
EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)
USDA FOREST SERVICE
NORTHERN PROVINCE ACQUISITIONS
2550 RIVERSIDE DRIVE
SUSANVILLE, CA 96130

CA-YNP-0083
H9MF S-100301

OWNER (name, address, phone number—include day/night/cell/fax)
Public Works Mariposa County
Barbara
PO 784
Mariposa, CA 95338
DUNS: 071859607

PAYMENT CENTER:
National Park Service, Accounting Operations Center (AOC)
PO Box 100000
13462 Sunrise Valley, Drive
Herndon, VA 20171

EFFECTIVE DATES
a. beginning
08/1/2014
b. ending
End of Incident

TYPE OF CONTRACTOR (X appropriate boxes)
SMALL BUSINESS X LARGE BUSINESS □ SMALL DISADVANTAGED OWNED □ WOMEN OWNED □ HUBZONE □ SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as a location for crews to sleep and use the restrooms.

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RATE: For the land/facilities used, the Government will pay the rate of $ 200 per day Ordinary wear and tear is included in the rate.

UTILITIES AND SERVICES: (check only one)
[X] The above rate includes utility charges for the following: [ ] GAS [X] ELECTRICITY [ ] WATER [ ] TOILET SUPPLIES
[ ] JANITORIAL SERVICES & SUPPLIES [ ] TRASH REMOVAL [ ] SEPTIC SERVICE [ ] EXISTING TELECOMMUNICATIONS
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TERMS AND CONDITIONS: Pages 4-6.

OWNER/OWNER'S AGENT SIGNATURE:

DATE: 8/4/14

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:
KATHERINE E. PASINI, CONTRACTING OFFICER

PHONE NUMBER: 530-252-6621

APPROVED AS TO FORM:

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

Site acceptable for intended use

Owner/Agent: BARBARA CARRIE
(Print Name)
Signature: [Signature]
Date: 8/2/14

Government Agent: CRAIG JADO
(Print Name)
Signature: [Signature]
Date: 8/2/14

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

No damage to facilities

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: BARBARA CARRIE
(Print Name)
Signature: [Signature]
Date: 8/4/14

Government Agent: CRAIG JADO
(Print Name)
Signature: [Signature]
Date: 8/4/14

APPROVED AS TO FORM:

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

Site acceptable for intended use.

Owner/Agent: Richard J. Benson  
(Print Name)  Government Agent: ____________________________  
(Print Name)
Signature: Richard J. Benson  
Signature: ____________________________
Date: 8/14/14  
Date: ____________________________

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: ____________________________  
(Print Name)  Government Agent: ____________________________  
(Print Name)
Signature: ____________________________  
Signature: ____________________________
Date: ____________________________  
Date: ____________________________
52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items) (MAR 2012)

(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 (June 2003) (E.O. 11755).
   (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
   (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
   (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
   (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 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:
   (ii) 52.232-1, Payments (Apr 1984).
   (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
   (iv) 52.232-11, Extras (Apr 1984).
   (v) 52.232-25, Prompt Payment (Oct 2008).
   (vi) 52.233-1, Disputes (July 2002).
   (vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
   (viii) 52.255-1, 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:
   (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
   (iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).
   (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (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.)
   (v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of $100,000 or more).
   (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act 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 lands.)
   (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
   (viii) 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.

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (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).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 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) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over $30,000).
(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than $25,000 that provide for the provision, the service, or the sale of food in the United States.)
(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 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 address:

https://www.acquisition.gov/comp/far.html

(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 any occurrence or by 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.
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT AGREEMENT FOR USE OF TEMPORARY
EMERGENCY FACILITIES

NAME: Mariposa County
ADDRESS: P. O. Box 784
Mariposa, CA 95338

TIN: 94-6009880
DUNS: 07-1859607

The owner of the property described herein, or the duly appointed representative of the
owner, agrees to furnish the facilities to the National Forest for use as a Helibase

This agreement shall remain in effect from 8/4/2014 to 12/31/2018.

DESCRIPTION OF FACILITIES:

Mariposa – Yosemite Airport
5020 Macready Way
Mariposa, CA 95330

RATE: For each day, or portion thereof that the facilities are used, the Government will pay the sum of $200.00/Day

Utilities: (check only one of the following boxes)

[X] The above sum includes all utility charges. (Electricity Only)
[ ] The above sum is inclusive of all charges as there are no utilities being furnished.
[ ] The above sum is exclusive of utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on prior usage charges for a like period of time.
[ ] Other - describe in detail.

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.
### Section A. Vendor Information

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<td>94-6000880</td>
<td>071859607</td>
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<tr>
<th>4. Name</th>
<th>5. Contact Name</th>
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<tr>
<td>MARIPOSA COUNTY</td>
<td>RICHARD BENSON</td>
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<th>6. Address</th>
<th>7. Contact Phone Number</th>
</tr>
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<tbody>
<tr>
<td>P.O. BOX 784</td>
<td>209-966-3222</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>MARIPOSA</td>
<td>CA</td>
<td>95338</td>
</tr>
</tbody>
</table>

### Section B. Banking Information for Electronic Funds Transfer

- EFT Information is provided below
- EFT Information is not needed because one or more of the below criteria apply:
  - DUNS+4 is provided above and vendor is registered in CCR
  - One-time payment request
  - Payee is in a foreign country
  - Vendor transactions are limited to Billings & Collections
  - Request re-activation of inactive vendor code for obligation modification only
  - Payee has signed waiver statement in Section E

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Westamerica Bank</td>
<td>Fairfield</td>
<td>CA</td>
<td>94534-4082</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. ABA Routing Number</th>
<th>7. Account Number</th>
<th>8. Type of Account</th>
</tr>
</thead>
<tbody>
<tr>
<td>121140218</td>
<td>0168900256</td>
<td>X Checking</td>
</tr>
</tbody>
</table>

### Section C. Request Submitted by (Forest Service use only)

<table>
<thead>
<tr>
<th>1. Name</th>
<th>2. Region/Unit</th>
<th>3. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katherine E. Pasini</td>
<td>0520</td>
<td>08/01/2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. E-Mail</th>
<th>5. Phone Number</th>
<th>6. FAX Number</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:keroche@fs.fed.us">keroche@fs.fed.us</a></td>
<td>530-252-6621</td>
<td>530-252-6408</td>
</tr>
</tbody>
</table>

### Section D. Explanation of Request (Forest Service use only)

- ☑ 1. New Vendor
- ☐ 2. Change to Vendor Information
- ☐ 3. Assignment of Claim
- ☐ 4. Other. Please explain below

### Section E. EFT Exemption Certification

I certify that I am exempt from the requirement to receive payment by electronic funds transfer for the following reason:

- ☐ a) I do not have an account with a financial institution.
- ☐ b) Payment by electronic funds transfer would impose a hardship due to a physical or mental disability or a geographic, language, or literacy barrier, or would impose a financial hardship.

Signature: ____________________________  Date: ____________________________
VENDOR CODE INFORMATION WORKSHEET

The Vendor Code is used by the Forest Service accounting system to gather information about vendors, organizations or persons to whom money is owed or who owe money to the government.

31 USC 3325 requires Federal Agencies to include the Taxpayer Identification Number (TIN) of each payee on all payment vouchers. Treasury Financial Management Services' Taxpayer Identification Number Policy Directive provides limited exceptions.

31 USC 3332 requires Federal Agencies to issue payments by Electronic Funds Transfer (EFT); however, this requirement may be waived upon receipt of a written certification from the recipient that the recipient does not have a bank account or that payment by EFT would cause a hardship due to a physical or mental disability or a geographic, language, or literacy barrier, or would impose a financial hardship (31 CFR 208).

31 CFR Part 208 requires contractors to provide EFT information through the Central Contractor Registration (CCR) database.

Instructions

Section A - Vendor Information

1 - Provide the federal taxpayer identification number for business or partnership, social security number (SSN) for an individual, or individual taxpayer identification number (ITIN) for individuals who do not have, and are not eligible to obtain a Social Security Number (SSN).

2 - The Data Universal Numbering System (DUNS) number is a unique nine character identification number provided by the commercial company Dun & Bradstreet (D&B). The additional four digits (+4) are used to identify different CCR records for the same vendor at the same physical location. For example, a vendor could have two CCR records for themselves at the same physical location to identify two separate bank accounts. (http://www.ccr.gov)

3 - The VEND code is used by the Forest Service to define vendors, organizations, and persons to whom the Government makes payments or from whom the Government collects receivables. Provide the appropriate vendor code including alphanumeric suffix, if known, for changes to an existing vendor code.

4 - Enter the name of the vendor or individual.

5 - Enter the vendor's representative to be contacted, if necessary.

6 - Enter the vendor's remittance address, or the provider's billing address, as it should appear on checks or bills.

7 - Enter the vendor's phone number

8-10 - Enter the vendor's city, state, and zip code for the remittance address, or the provider's billing address.

Section B - Banking Information for EFT

1 - Select the appropriate box to indicate whether or not EFT information is provided. If EFT information is not provided, check the applicable box

2 - Enter the Bank name of the account to be deposited to. For assignments enter the assignee's bank name.

3-5 - Enter the city, state, and zip code for the bank identified. For assignments enter the assignee's bank information.

6 - Enter the ABA routing number of the vendor's bank. For assignments enter the assignee's bank routing number to which EFT payments will be deposited.

7 - Enter the bank account number to which payments will be deposited. For assignments enter the assignee's bank account number to which EFT payments will be deposited.

8 - Identify the type of account (Checking or Savings)

Section C - Request Submitted by

1-6 - Identify the Forest Service personnel providing the information to be contacted, if necessary

Section D - Explanation of Request

1-6 - Check the box that explains the reason for the request. If none of the boxes apply, check other and provide additional information in the blank box provided.

For assignments please attach a copy of the Assignment of Claim form.

7 - If none of the boxes apply provide an explanation in the blank box provided.

Section E - EFT Exemption Certification

If none of the exceptions listed in item B1 apply and EFT information is not provided, the individual or organization representative must certify exemption from EFT requirement by selecting the applicable box. (31 USC 3332) This exemption is not available to commercial vendors.