

9/2/89

Jim & Holly

I really ^{appreciate} you going into Bush Creek to retrieve the jumper gear for us and the many other things you have done for us.

I am sorry to hear this is the last year you will be at Taylor Ranch, good luck in whatever you do.

Holly in answer to your question about review of the Golden Five, I had a trip scheduled with a number of scientist (F.S. Types, soil, water, wildlife and that sort of thing) but it all fell through because of the fires. I am not sure that I will get it all pulled back together for this year or not.

Also Holly I did not have an agreement made up for the use of your stock (attached is a copy), I forged your signature to expedite things (hope that's ok).

we'll take care and hopefully we will see you this fall.

Beck Betng

STATEMENT OF ACCOUNT DUE



University of Idaho
Moscow, Idaho 83843

PLEASE MAKE CHECKS PAYABLE TO:

BURSAR, UNIVERSITY OF IDAHO

NO. _____

MAIL PAYMENT TO: Dr. James Fazio
Acting Director
Wilderness Research Center
University of Idaho
Moscow, ID 83843

SERVICE DEPARTMENT _____

IN ACCOUNT WITH: Payette National Forest
P.O. Box 1026
McCall, ID 83638

CHARGE TO:

BUDGET CODE	
ELEMENT	PROJECT

REFERENCE: Horsepacking
smokejumper gear from South Fork
Rush Creek to Taylor Ranch

DATE: August 2, 1989

DATE AND QUANTITY	ITEM	UNIT PRICE	AMOUNT
July 26, 1989 0.5 days	Packer services	\$60/day	\$30.00
July 27, 1989 1 day	Packer services	\$60/day	\$60.00
July 28, 1989 1 day	Packer services	\$60/day	\$60.00
July 26, 1989 3 head	Riding and pack stock use	\$20/day/horse	\$60.00
July 27, 1989 3 head	Riding and pack stock use	\$20/day/horse	\$60.00
July 28, 1989 3 head	Riding and pack stock use	\$20/day/horse	\$60.00

*Holly, this has been sent
in for payment.*

Ruk

TOTAL AMOUNT OF THIS STATEMENT **\$330.00**

BILLED BY Holly Akenson
Taylor Ranch Manager

DEPARTMENTAL APPROVAL

[Signature]
MC P45500

<h2 style="margin: 0;">EMERGENCY EQUIPMENT RENTAL AGREEMENT</h2>		1. ORDERING OFFICE (Name and address) <i>Payette National Forest P.O. Box 1326 Moscow Idaho</i>		↓ THIS NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT ↓			
		3. POINT OF HIRE <i>Taylor Ranch</i>		2. AGREEMENT NUMBER <i>Fm-</i>			
		5. CONTRACTOR (Name and address) <i>Wilderness Research Center University of Idaho Moscow, Idaho 83843</i>		4. EFFECTIVE DATES a. BEGINNING <i>7/26/89</i> b. ENDING <i>7/28/89</i>			
7. CONTRACTOR'S TELEPHONE NUMBER a. DAY <i>208-885-7426</i> b. NIGHT		6. PREPARED BY		8. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES (fuel, oil and servicing) BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT			
9. TYPE OF CONTRACTOR ("x" appropriate boxes) <input type="checkbox"/> GOVERNMENT EMPLOYEE <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> MINORITY BUSINESS <input type="checkbox"/> WOMAN OWNED BUSINESS		10. OPERATOR FURNISHED BY <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT					
11. ITEM DESCRIPTION <i>(include make, model, year, serial number and accessories)</i>		12. WORK OR DAILY		13. SPECIAL		14. HOURLY STANDBY RATE	15. MINIMUM DAILY GUARANTEE
		a. RATE	b. UNIT	a. RATE	b. UNIT		
a. <i>Animal Packer</i>		<i>60.00</i>	<i>Day</i>				
b. <i>Riding & Pack stock</i>		<i>70.00</i>	<i>Day</i>				
c.							
d.							
e.							
f.							
g.							
h.							
i.							
j.							
k.							
16. SPECIAL PROVISIONS <i>Taylor Ranch will supply; packer & stock to retrieve fire gear in the wilderness</i>							
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE <i>Holly Atkinson</i>		18. DATE <i>7/26/89</i>		19. CONTRACTING OFFICER'S SIGNATURE <i>Betty Fitzgould</i>		20. DATE <i>9/7/89</i>	
21. NAME AND TITLE				22. NAME AND TITLE			

GENERAL PROVISIONS
(REF NWCG HBK 2, 20.7.e.(1))

Since the equipment needs of the Government and availability of contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed hereon to the extent the Contractor is willing and able at the time of order. When such equipment is furnished by the Contractor as ordered by the Government, the following provisions shall apply:

1. **Condition of Equipment** — All equipment furnished under this agreement must be in acceptable condition and will be subject to Government preuse inspection. The Government reserves the right to reject equipment which is not in safe and operative condition.
2. **Time under Hire** — The time under hire shall start at the time agreed upon when equipment is ordered by the Government and end by notification to the Contractor by the Government that equipment is released except as provided in Clause 8.
3. **Transportation of Equipment** — Equipment will be transported at Government expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Clause 8.
4. **Operating Supplies**—Even though Block 8 may specify that all operating supplies are to be furnished by the Contractor, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Contractor.
5. **Repairs** — Repairs to equipment shall be made and paid for by the Contractor, the Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the contractor.
6. **Timekeeping** — Time will be recorded by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded as follows:
 - a. **Hourly Rate** — nearest quarter hour.
 - b. **Daily Rate** — by calendar day except for first and last day; this will be recorded to nearest hour.
 - c. **Mileage Rate** — nearest mile.
7. **Payments**
 - a. **Rates of Payment**—Rates for equipment hired with operator(s) include all operator(s) expenses. Payment for equipment and operator(s) furnished will be at rates specified and, except as provided in Clause 8, shall be in accordance with the following:
 - (1) **Work Rates**, column 12, shall apply when equipment is in actual operation as ordered by the Government, including relocation of equipment under its own power.
 - (2) **Special Rates**, column 13, shall apply when specified.
 - (3) **Hourly Standby Rates**, column 14, shall apply only when equipment is furnished with operator(s), and such operator(s) and equipment are (a) en route to or from the site of work when equipment is being transported under other than its own power or (b) held at a designated location in readiness for assignment by order of the Government.
 - (4) **Minimum Daily Payment**—For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The minimum daily payment is not applicable to equipment hired under the Daily Rate.
 - (5) **Daily Rate**, (column 12)—Payment will be made on basis of calendar days. For fractional days at beginning and ending of time under hire, payment will be based on 25 percent of the Daily Rate for each 6 hours or fraction thereof that equipment is under hire.
 - b. **Method of Payment**—Lump Sum Payment will normally be processed at the end of the emergency. Payment for each calendar day will be made for (a) actual units ordered and performed under Work or Daily and/or Special and/or Hourly Standby rates or (b) the minimum Daily Payment earned, whichever is the greatest amount.
8. **Exceptions**
 - a. No further payment under Clause 7 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available.
 - b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 7 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.
 - c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph b above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.
9. **Meals and Bedding** — When Government subsisted fire camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge.
10. **Loss, Damage, or Destruction** — The Government will assume risk for loss, damage, or destruction of equipment rented under this contract, provided that no reimbursement will be made for loss, damage, or destruction when (a) due to ordinary wear and tear, or (b) negligence of Contractor or Contractor's agents caused or contributed to loss, damage, or destruction.
11. **Contractor's Responsibility for Property and Personal Damages** — Except as provided in Clause 10, the Contractor shall be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.
12. **Permits and Responsibilities** — The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations.
13. **Disputes** — This agreement is subject to the Contract Disputes Act of 1978 (41 USC 601, et. seq.).
14. **Officials Not to Benefit** — No member of or delegate of Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **Clauses Incorporated by Reference** — If the amount of payment under this contract exceeds \$10,000, the following clauses form a part of this contract and are incorporated by reference. Citations refer to the Federal Procurement Regulations.
Examination of Records by the Comptroller General (1-7.103-3)
Utilization of Small Business Concerns (1-7.103(a))
Utilization of Labor Surplus Area Concerns (1-1.805-3(a))
Utilization of Minority Business Enterprises (1-1.310-2(a))

Note: THE FOLLOWING PROVISIONS APPLY ONLY WHEN EQUIPMENT IS RENTED WITH OPERATOR(S):
16. **Service Contract Act of 1965** — Except to the extent that an exemption or variation, or tolerance would apply pursuant to 29 CFR 4-6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended. All regulations and interpretation of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.
17. **Service Contract Act of 1965** — (When applicable, this Clause takes precedence over Clause 16 above if payment under this contract exceeds \$2,500). The Clause in FPR 1-12.904-1 is incorporated by this reference.
18. **Convict Labor** — In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082(c)(2)) and Executive Order 11755, December 19, 1973.
19. **Contract Work Hours and Safety Standards Act** — (applies only if payment under this contract exceeds \$2,500 (40 USC 327-330) is incorporated by this reference.
20. **Employment of the Handicapped** — (applies only if payment under this contract exceeds \$2,500). The Clause in FPR Temporary Regulation 38 is incorporated by this reference.
21. **Disabled Veterans and Veterans of the Vietnam Era** — (applies only if payments under this contract exceed \$10,000). The Clause in FPR Temporary Regulation 39 is incorporated by this reference.
22. **Equal Opportunity** — (applies only if payment under this contract exceeds \$10,000). This contract, unless exempt under rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60) is subject to the Equal Opportunity Clause prescribed in Section 202 of Executive Order 11246.