



Memorandum of Understanding

Memorandum of Understanding #: LCPHSS_SW_WA_Fair_2021

Memorandum of Understanding: COVID-19 Mass Vaccination Event Use 2021

This Memorandum of Understanding is entered into by and between, Lewis County, herein after referred to as County, and Lewis County Public Health and Social Services, herein after referred to as LCPHSS.

Preamble

Background: This endeavor is for LCPHSS to provide a dedicated space to be used by local providers for COVID-19 vaccination plan, and the residents of Lewis County (herein referred to as GUESTS) at the Southwest Washington Fairgrounds. Accommodations will initially be provided from January 21, 2021 through April 21, 2021 and are expected to continue until there is no longer an active statewide FEMA event occurring for mass vaccinations in the State of Washington, with MOU amendments to extend this agreement in 30 to 90 day increments as needed based on the Governor's Healthy Washington Road to Recovery Plan and continued need for mass vaccination events for the health and safety of the residents of Lewis County.

Purpose: This agreement states the arrangement between LCPHSS and the Southwest Washington Fairgrounds for the use of the entire property (located at: 2555 North National Avenue, Chehalis, WA 98532) for COVID-19 mass vaccination events including but not limited to use of the Blue Pavilion, Community Events Building, Expo Hall, Dairy Barn, 4H Barn, Old Judge Pavilion, Saloon Stage, South Stage, Camping area, and the midway and carnival parking lot.

Recitals

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning January 27, 2020; and

WHEREAS, on February 29, 2020, Washington Governor Jay Inslee declared a state of emergency in response to the continued and growing threat presented by COVID-19; and

WHEREAS, on March 13, 2020, the Lewis County Board of County Commissioners declared a present emergency, and continues to extend such order, which necessitates utilization of emergency powers granted pursuant to RCW 36.40.180 and RCW 38.52.070(2); and

WHEREAS, it is in the best interest of Lewis County to work with local organizations and businesses to coordinate acquiring necessary supplies for prevention, detection, treatment, and eradication of COVID-19; and

WHEREAS, Southwest Washington Fairgrounds has been utilized for FEMA State of Emergency mass vaccination events, and has been unavailable for other events or rental of facilities to other parties due to the ongoing public health emergency and efforts to combat the pandemic; and

WHEREAS, the parties agree to proceed as outlined herein and enter into this Memorandum of Understanding as a voluntary and mutually beneficial understanding.

Witnesseth

NOW THEREFORE, in consideration of the mutual benefits and covenants hereafter contained, the parties agree hereto as follows:

General Terms and Conditions

1. Accounting and Payment for Services

The Southwest Washington Fairgrounds shall invoice LCPHSS on a monthly basis, per Exhibit A of this MOU.

2. Assignment and Subcontracting

Unless otherwise provided for in this MOU, no portion of this MOU may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the County MOU Representative.

3. Regulations and Requirements

This MOU shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

4. Public Records Law

Each Party will fulfill their independent obligations, separately, under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event one

Party fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the other Party for violation of the Public Records Act, the failing Party shall indemnify the other for that penalty, as well as for all costs and attorney fees incurred by the other Party in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this MOU.

6. Political Activity Prohibited

None of the funds provided under this MOU shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this MOU shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

7. Right to Review

This MOU is subject to review by any federal or state auditor. The Parties or their designees shall have the right to review and monitor the financial and service components of this MOU by whatever means are deemed expedient by the MOU Representative. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County or LCPHSS agents or employees, inspection of all records or other materials which the Parties deem pertinent to the MOU and its performance, and any and all communications with or evaluations by service recipients under this MOU.

8. Modifications

Either party may request changes in the MOU. Any and all agreed modifications shall be in writing, signed by each of the parties.

9. Termination

Unless such termination would endanger the health and safety of the residents of Lewis County, or disrupt the mass vaccination efforts reasonably necessary for prevention and eradication of COVID-19 as determined by continued active statewide FEMA event occurring for mass vaccinations in Washington, Either Party may terminate this MOU upon 30 days' prior written notification to the other Party. If this MOU is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

10. Termination for Public Convenience

Unless such termination would endanger the health and safety of the residents of Lewis County, or disrupt the mass vaccination efforts reasonably necessary for prevention and eradication of COVID-19 as determined by continued active statewide FEMA event occurring for mass vaccinations in Washington, Either Party may terminate the MOU, in whole or in part, whenever the terminating Party determines, in its sole discretion that such termination is in the interests of the terminating Party. Whenever the MOU is terminated in accordance with this paragraph, the non-terminating Party shall be entitled to payment for actual work performed at unit MOU prices for completed items

of work. The terminating Party shall make a reasonable, equitable adjustment in the MOU price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this MOU by Party at any time during the term for convenience, shall not constitute a breach of MOU by the terminating Party.

11. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension, or limitation of funding in any way after the effective date of this MOU and prior to normal completion, Parties may give notice to the other Party to suspend performance as an alternative to termination. Parties may elect to give written notice to the other Party to suspend performance when the Party determines there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this MOU. Notice may include notice by facsimile or email to the MOU's Representative. The Parties shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each Party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; *e.g.* the failure of the State of Washington to pass a budget by a date specified in the notice.

When the Parties determine that the funding insufficiency is resolved, the Parties may give written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Parties will give written notice to the other as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Parties give notice that they cannot resume performance, the Parties agree that the MOU will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the Parties may terminate the MOU under the "Termination for Convenience" clause.

12. Defense and Indemnity MOU

Either Party shall defend, protect, and hold harmless the other Party or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the other Party or any employee, agent or representative of the other Party or any subcontractor, while performing under the terms of this MOU.

13. Resolution of Conflicts

In the event of an inconsistency in this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- i. Applicable federal and state statutes and regulations
- ii. Special terms and conditions
- iii. Exhibits
- iv. General terms and conditions

v. Any other provision of this MOU whether incorporated by reference or otherwise.

14. Disputes, Venue and Choice of Law

Both Parties agree that any disputes that arise under or relating to this MOU that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and LCPHSS or its designated MOU Representative identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this MOU with respect to the rights and responsibilities of LCPHSS. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this MOU is not effective or binding unless made in writing and signed by the LCPHSS its MOU Representative and Southwest Washington Fairgrounds.

IN WITNESS THEREOF, this executed on _____ day of _____, 2020.

Accepted:
Lewis County
Southwest Washington Fairgrounds

Accepted:
Lewis County Public Health and Social Services

Steve Wohld
Chief of Internal Services

J.P. Anderson
Director

Dated: _____

Dated: 4.13.2021

APPROVED AS TO FORM:
JONATHAN MEYER, Prosecuting Attorney

Amber Smith, WSBA# 53121

EXHIBIT A: FACILITY USE AGREEMENT

FACILITY & USE FEES (monthly) all-inclusive use. Utilities, tables, chairs are included in the cost of rental. Rates include access to the Community Events when not in use by courts as command center, midway and carnival lot.

RATE: \$80,000 per month

PERIOD OF AGREEMENT: January 21st, 2021 through April 21, 2021, with anticipated need for facilities being extended in 30 to 90 day increments, and running until there is no longer an active statewide FEMA event occurring for mass vaccinations in Washington. It is hereby agreed and understood that dates will be evaluated based on the Governor's Guidance Healthy Washington Road to Recovery, and the continued need for Mass Vaccination events in the best interest of the residents and the community of Lewis County. If need for use of the premises continues beyond April 21, 2021, and continued use of the premises by LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events is required in the best interest of the health and safety of the community, extension of this contract will be prioritized over rental of premises to third parties due to health and safety concerns for Lewis County residents, and the need combat the COVID-19 pandemic.

Additional fees directly paid by LCPHSS

- Fairgrounds Staff time
- Security Services
- Refuse removal
- Portable Toilets

EXHIBIT B: THE SOUTHWEST WASHINGTON FAIRGROUNDS EVENT DISCLAIMERS

FACILITIES USED: FAIRGROUNDS agrees to grant the LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events use of the areas indicated in this AGREEMENT. FAIRGROUNDS' facilities to the grounds. FAIRGROUNDS buildings, grandstand, and barns are smoke free in accordance with RCW 70.160. Smoking is prohibited on the fairgrounds during public events except in designated areas.

PURPOSE: LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events will use the PREMISES for the sole purpose indicated on the Facility Use AGREEMENT.

USE PERIOD AND TIME SCHEDULE: LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events will move in, use and occupy the PREMISES in accordance with the dates and times indicated on the facility use AGREEMENT. CUSTOMER will vacate and surrender possession of the PREMISES when mass vaccination events are no longer required at the FAIRGROUNDS, and there is no longer an active statewide FEMA event occurring for mass

vaccinations in the State of Washington. LCPHSS will not extend time for the occupancy beyond the need for mass vaccination events, or use of the FAIRGROUNDS for any purpose not agreed upon in this MOU, or permanently install or remove equipment without the express written permission of the FAIRGROUNDS.

FEES: Fees for use of county-owned facilities are reviewed annually by the Lewis County Board of County Commissioners (BOCC) and are subject to change with 60 days advance written notice. Should a new schedule of fees be adopted at least 60 days prior to the date of Customer's event, and should such any fees be greater than those set out herein, this Agreement shall be deemed to be amended to reflect such new and higher fees.

CONDUCT OF PERSONS: GUESTS will be solely responsible for the orderly conduct of all persons in their party using the PREMISES during all times covered by the agreement. FAIRGROUNDS reserves the right to eject or cause to be ejected from the PREMISES any person due to unlawful conduct, publicly offensive language or other offensive conduct as determined by the FAIRGROUNDS Manager in their sole discretion. And further the Lewis County Sheriff, at his or her discretion, will determine the need and number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of LCPHSS.

CONTROL OF BUILDING: LCPHSS will be provided with a key to the building on the Friday prior to the event dates.

CARE OF THE PREMISES AND EQUIPMENT USE: LCPHSS will not injure, mark or deface PREMISES or EQUIPMENT used by or available to LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events. LCPHSS agrees to keep PREMISES clean and safe during all periods of occupation and use. Ordinary wear and tear has been considered and is included in the fee for use of the premises for the purposes of this agreement. FAIRGROUNDS reserve the right to require LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events to take such reasonable protective measures as the FAIRGROUNDS may determine necessary to insure the preservation and protection of the PREMISES and EQUIPMENT and the safety of event patrons.

1. LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events will not injure, mark or deface PREMISES, including but not limited to placing nails, tacks, hooks or screws into any part of PREMISES; or adhere signs or posters to painted or glass surfaces by any means including duct tape or masking tape; or posting advertising or other materials in or about the PREMISES without the FAIRGROUNDS written approval. Upon approval posters and signs are permitted to hang with painter's tape or gaffer tape within the designated PREMISES.
2. In the event of damage or alteration to the PREMISES or EQUIPMENT by LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination events, LCPHSS agrees to pay FAIRGROUNDS to fully restore the PREMISES or EQUIPMENT or repair the damage or replace altered or damaged portions, all at the LCPHSS sole cost and expense.
3. Damage caused by GUESTS attending LCPHSS COVID-19 Mass Vaccination events will be the sole responsibility of the party responsible for the damage.

LAWFUL USE: LCPHSS agrees to comply with all Federal, State, and local laws and regulation. CUSTOMER is responsible for becoming familiarized with these laws, ordinance, rules, and regulations. Customer agrees, represents and warrants that it or its contractor(s) has obtained all permits, licenses, certifications and authorizations necessary to operate a mass vaccination events at this location and in the manner in which it will be operated and that all employees, contractors and volunteers are fully and properly licensed, permitted, reviewed, and authorized to provide all services they will provide at the facility. Customer further agrees, represents and warrants that the mobile facilities to be used for this function are lawfully designed, permitted and authorized for the contemplated use and are fully insurable and have been insured for that use.

SCHEDULING: As long as there is an active statewide FEMA event occurring for mass vaccinations in the State of Washington, and COVID-19 mass vaccination events continue to be required on the premises to address the ongoing public health emergency; for the safety of GUESTS, LCPHSS personnel, LCPHSS authorized providers for the COVID-19 Mass Vaccination events, volunteers, security services, FAIRGROUNDS agrees not to schedule events on the premises that would hamper, interrupt, prevent, disrupt, or interfere with mass vaccination events, or LCPHSS and LCPHSS authorized providers for the COVID-19 Mass Vaccination event. Nor will FAIRGROUNDS schedule events on the premises that will unreasonably disrupt, prevent, or cause to be rerouted the traffic flow of GUESTS attending and moving through the COVID-19 mass vaccination events to obtain a vaccine.

OCCUPANCY INTERRUPTIONS: In the event that the PREMISES or any part of PREMISES is destroyed or damaged by fire, flood, or any other cause or if any casualty or unforeseen occurrence strikes, labor disputes, or acts of military authorities, render the fulfillments of this contract difficult or impossible to perform, this Agreement will be at once canceled. FAIRGROUNDS will not, in any such case, be held liable or responsible to the CUSTOMER for any damage caused by said cancellation and FAIRGROUNDS will be relieved from any further liability by reason of this Agreement, and the CUSTOMER will make no claims for compensation or for damages against FAIRGROUNDS. Any rental for the unused portion of said Agreement will be refunded to CUSTOMER.

FOOD SAFETY PERMITS: Events that are open to the general public and where food or beverage are sold, require that all food booths obtain the appropriate food safety permits which are obtained through the Lewis County Health Department.

LOST OR STOLEN ARTICLES: FAIRGROUNDS is not responsible for lost, stolen, or damaged items during the use of the PREMISES. By law, FAIRGROUNDS will collect and have custody of articles left in the PREMISES by persons attending any performance, exhibition, or activity given or held on the PREMISES. LCPHSS, or any person in LCPHSS's employee will not collect or interfere with FAIRGROUNDS' collection or custody of such articles. Articles will be given to the Lewis County Sheriff's Office.

1. **INSURANCE:** CUSTOMER shall obtain at its own cost and expense, commercial general liability insurance in the minimum amounts below. FAIRGROUNDS reserves the right to raise minimum levels based on type of event and crowd size.
2. One million dollars (\$2,000,000) per occurrence/ten million dollars (\$10,000,000) aggregate.

3. Lewis County/Southwest Washington Fairgrounds shall be named certificate holder and "Lewis County, Southwest Washington Fair, their officers, directors, agents and employees shall be named as primary, non-contributory additionally insured Certificates will not be accepted if they do not include the additional insured exactly as stated
4. CUSTOMER should ensure that the insurance policy is an occurrence based policy. FAIRGROUNDS will not accept a claims based policy.
5. The CUSTOMER'S insurers shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. The CUSTOMER shall provide to the FAIRGROUNDS, 30 days in advance, a completed copy of a certificate of insurance, signed by the insurance agent for the CUSTOMER, as evidence of such coverage prior to use of the facility. FAILURE TO DO SO MAY RESULT IN REVOCATION OF THIS AGREEMENT.
6. The policy shall be an endorsed and certificate shall reflect that Lewis County/Southwest Washington Fairgrounds is an additional insured on the CUSTOMER'S policy and the CUSTOMER'S insurance and any self-insurance carried is primary by the COUNTY is excess.

CANCELLATIONS: Cancellations by the CUSTOMER made less than 60 days in advance of the reservation will result in the loss of all the fees required to date (an invoice will be sent with balance due). Cancellation policy is based on the original date reserved. In addition, the FAIRGROUNDS will have the right to terminate all or part of this Agreement at any time, without liability on the part of FAIRGROUNDS, upon thirty (30) days written notice; provided, however, this Agreement may at any time be terminated when the PREMISES are required for public use because of unforeseen emergency. Under such termination, a deposit made by customer will be refunded. Please note: All cancellations will be subject to a \$25 administrative fee.

RESCHEDULING: If the event is rescheduled no later than sixty-one (61) days prior to the first move in date, the deposit may be applied towards the rescheduled date. If the date is rescheduled within (60) days from the first move in date, the deposit is non-refundable and any remaining balance owing for this contracted dates shall remain the responsibility of the renter.

EXHIBIT C: EMERGENCY MANAGEMENT PLAN FOR COVID-19 MASS VACCINE EVENTS AT THE SOUTHWEST WASHINGTON FAIRGROUNDS

COVID-19 Mass Vaccination in Lewis County (3.24.21)

A multi-layered approach

Lewis County is supporting the delivery of COVID-19 vaccines in the county by DOH-approved providers using multiple methods, locations, and ancillary service providers. Planning and execution of multiple methods is occurring simultaneously. This allows providers choices in how to most effectively provide vaccine to the public, and offers the public choices that best fit their circumstances.

At this time, DOH-designated providers in Lewis County include:

- Providence Medical Group
- Bird's Eye Medical
- Valley View Health Center
- Northwest Pediatric Center
- Washington Park Clinic
- Mary's Corner Medical Clinic
- Safeway
- Rite-Aid-Walgreens

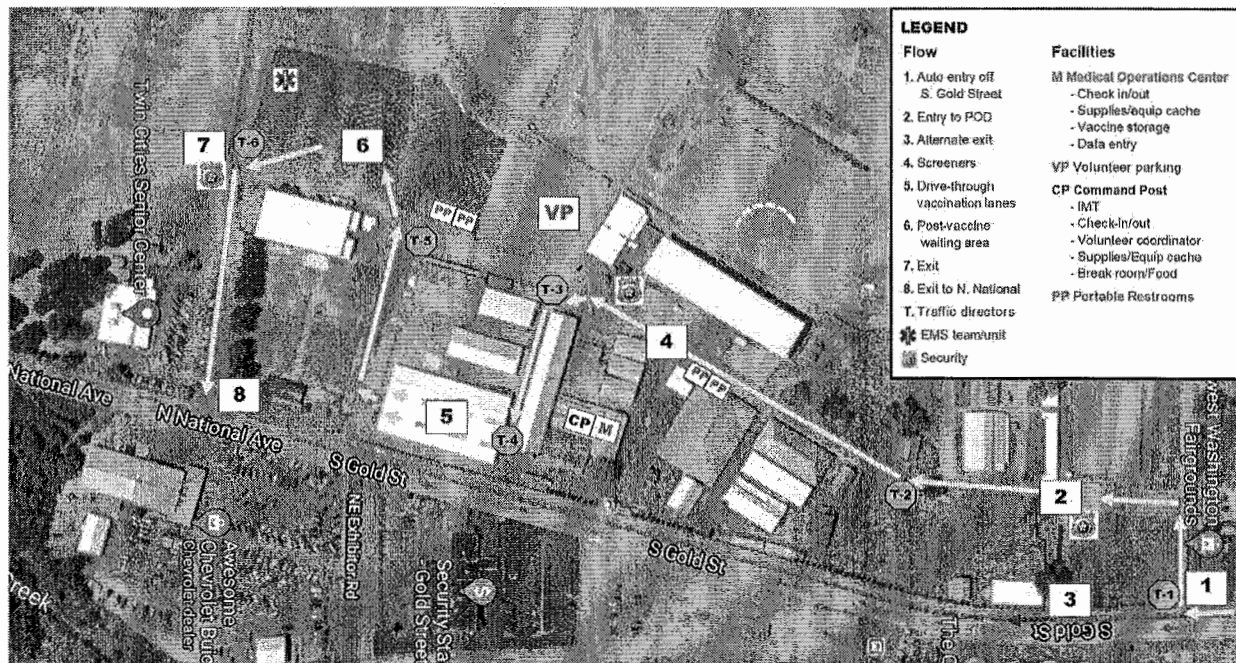
Lewis County Public Health & Social Services (LCPHSS) facilitates a weekly meeting open to all providers to discuss status, challenges, and solutions related to vaccine acquisition and delivery.

Drive-through Mass Vaccination Clinic

Southwest Washington Fairgrounds Drive-Through POD Site Plan

Capacity

- ⇒ 120 cars in line off street in two lanes down midway
- ⇒ Two covered vaccine lanes
- ⇒ Onsite parking for up to 84 staff vehicles



The Southwest Washington Fairgrounds is owned by Lewis County. A plan was developed to use the property and facilities for drive-through mass vaccination clinics. Access to the facility can be given at no cost to any DOH-approved vaccine provider in Lewis County capable of staffing a mass vaccination clinic of this scale.

- Each provider brings a self-contained medical unit that conducts the vaccinations.
- Lewis County has contracted with Bird's Eye Medical to manage logistics and clinic operations.

- United Way of Lewis County is contracted to provide volunteer labor for non-medical tasks such as traffic control.
- American Medical Response maintains an on-site ALS-level presence for any emergency medical needs.
- A private contractor provides on-site security.
- The City of Centralia provides traffic control devices and directional signs for motorists.
- Twin Transit has established a hot line and offers transportation to and from the clinic for eligible members of special populations who are homebound.
- Lewis County Division of Emergency Management provides logistical support.
- LCPHSS provides planning assistance and clinic-related public information via mass media, social media, and its website.

The first drive-through clinic was held on January 24, 2021, when 1,253 persons received their first dose of the Moderna vaccine. Subsequent clinics have issued Moderna, Pfizer, or Johnson & Johnson vaccines and are vaccinating between 1,000 and 1,200 persons per day in a six- to eight-hour operational period.

The fairgrounds site is reserved for up to four clinics a week – Tuesday, Thursday, Friday, and Sunday. The number of clinics conducted weekly is dependent on vaccine supply by the state to local providers. To date, three clinics are the most that has been done in a week.

Remote Vaccine Clinics

Lewis County covers more than 2,400 square miles, with some areas sparsely populated. While two-thirds of Lewis County residents live within a 30-minute drive of the fairgrounds, another 26,000+ live from 30 – 90 minutes away. This makes the fairgrounds location inconvenient for a significant number of people. A remote vaccine clinic plan was created with multiple community partners to provide mobile clinics capable of reaching people in these outlying areas.

Eight community fire stations and four senior centers have been identified that offer interior space, sufficient parking, and easy highway access in every area of the county outside the Interstate 5 corridor. Vaccination clinics can be set up at these locations to serve as few as 50 persons, or as many as 300 in a day.

Partners and their assigned roles include:

- Bird's Eye Medical
 - Clinic logistics and operational support
 - Medical teams
 - Vaccinators
- Twin Transit
 - Telephone hot line to take clinic reservations for residents unable to sign up for vaccination appointments online.
 - Vehicles to transport clinic materiel, medical staff, clinic operations staff

- Transportation of homebound persons to/from the clinics
- United Way of Lewis County
 - Non-medical clinic staffing
- Lewis County Division of Emergency Management
 - Logistical support
- LCPHSS
 - Planning assistance
 - Liaison assistance between Bird's Eye and clinic locations
 - Clinic-related public information via mass media, social media, and its website.
- Local Fire Departments and Senior Centers
 - Use of facilities and contents for the clinic
 - Staff member on-site
 - Standby EMS team
- Valley View Medical Center

Individual Provider Vaccination Clinics

Some DOH-approved vaccine providers in Lewis County have been conducting open and closed PODS using delivery methods outside of residents using channels outside the normal delivery method (Mass vaccination). We provide technical assistance as needed. These include Valley View Medical Center and Arbor Health and will likely include others as we receive more vaccine material. We consider these providers to also be a part of our County's mass Vaccination plan.

EXHIBIT D: FEDERAL ACQUISITION REGULATION CLAUSES

Funding for mass vaccination efforts covered under this MOU originate from FEMA. Federal Acquisition Regulation Clauses, as listed in EMERGENCY FACILITIES & LAND USE AGREEMENTS apply.

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): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (JULY 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).