

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)	Page <u> </u> of <u> </u> AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER
OWNER (name, address, phone number-include day/night/cell/fax)	EFFECTIVE DATES a. beginning _____ b. ending _____
DUNS: EIN/SSN: PAYMENT ADDRESS:[] Same as above, or _____ _____	INCIDENT NAME: INCIDENT NUMBER: RESOURCE ORDER NUMBER:

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED

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

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.

Borough: _____ State: _____ Private: _____

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:
 Monthly Rate: For each month or portion of a month that the land/facilities are used, Division of Forestry will pay the rate of \$_____ per month. Ordinary wear and tear is included in the rate.
 Daily Rate: For each day, or portion thereof, that the land/facilities are used, Division of Forestry will pay the rate of \$_____ per day not to exceed \$_____.
 Payment shall be in accordance with the State of Alaska payment procedures, payment will be made at the end of the agreement period. 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)

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 Division of Forestry restoration of land/facilities. The Division of Forestry shall restore the owner's land to the condition immediately prior to Government occupancy, as identified in the pre-inspection Restoration shall be performed to the extent reasonably practical. Restoration work includes: _____
 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. Owner shall document restoration to be accomplished at the time of the post-use inspection: the Division of Forestry will document on the port-use inspection.
 Other - describe in detail: _____

ALTERATIONS: The Division of Forestry 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 Division of Forestry. Alterations will be removed by the Division of Forestry 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: _____

CHECKLIST(s): See Supplement.

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.



OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: PHONE NUMBER (if different from Owner's)		PRINT NAME AND TITLE: PHONE NUMBER:	

Land Use Agreements Checklists And General Guidance

Schools, Fairgrounds or Other Related Facility Checklist

- Number of Classrooms
- Gym
- Cleaning/Janitorial/Custodial Services
- Use of Showers
- Government furnished supplies vs. Contractor furnished
- Supplies
- Phones
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- AC/Heater operational or available
- Sprinkler System
- Reduce/increase costs when camp changes (i.e. from Type I – II – III) (reduce number of classrooms needed, area needed, buildings needed, etc.)
- Other prescheduled/concurrent uses of the facility by owner
- Parking
- Athletic Field

DIPPING SITES/PONDS CHECKLIST

Impact – amount of drawdown, site disturbance, etc

- Fish
- Noxious Weeds
- Water (usage and/or replenishment)
- Water Rights (who owns the water)
- Fences
- Access
- Flight Path
- Livestock/Wildlife
- Loss of Foliage/Crop/Pasture
- Use of pumps or wells

IC CAMP/HELIBASE CHECKLIST

- Access – roads, gates
- Noxious Weeds
- Fences / cattle guards / gates
- Livestock
- Flight Path
- Irrigation/Sprinkler System
- Spillage/Hazmat
- Hours of Operation
- Property Impact
- Re-seeding / de-compaction requirements
- Abandonment of improvements
- Specific clean-up requirements (bark, mulch, sawdust, gravel, carpet, etc.)

AIRPORTS CHECKLIST

Facilities Usage (except for federally funded runways, towers) o Check other FAA restrictions

- Landing Fee
- Fuel Fee (If Contractor provided)
- Security
- Flight Path
- Hazmat/Spillage
- Parking
- Availability
- Water/Electricity/Phones
- Portable Retardant Plant
- Hours of Operation
- Access
- Check with Air Ops for further concerns

LAND/FACILITY RESTORATION CONSIDERATIONS

- Loss of crop/pasture – how many seasons
- Reseeding / de-compaction requirements
- Noxious Weeds Abatement and Survey
- General clean-up (trash removal, final janitorial service, floor waxing, etc)
- Re-sod of athletic fields
- Reconditioning floors (of gyms, carpet replacement, etc)
- Pumping of septic systems (feasible to use systems, or rely solely on port-a-potties?)
- Mending fences damaged during incident

CONSIDERATIONS FOR DETERMINING RATE

- BEFORE NEGOTIATING RATE:
 - o Determine ownership of land / facilities o Confirm owner's agent if applicable
 - o Resources available to confirm ownership
 - City or Borough Tax Assessor's Office
 - Courthouse
- Private Campgrounds – what are average receipts / revenues for similar time period
- Historical record of rates for use in local area – local rangers may be good source
- Facilities – if facility is abandoned from normal use, consider revenue lost for the activities
- Fairgrounds – were there any events cancelled or rescheduled to make them available?
- Cost of relocating and feeding of stock
- Are there vacant facilities held by other agencies that may be available?
- Consider a “not to exceed” rate commensurate with property value
- Sources of market research:
 - o banks
 - o real estate offices
 - o local employees
 - o local assessor offices
 - o local agency lands offices
 - o newspapers
 - o feed store bulletin boards
 - o documentation at local offices from previous incidents