Land /Facilities Acquisition

Land Use and Facility Rental Agreements

Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action. In making the determinations, as to price fairness, consideration should be given, but not limited, to the following items:

1. Fair market rental rates for the property in the area
2. Costs to the property owner, loss of rental fees from other sources, disruption
3. Alterations needed and who will make them
4. Impacts on the property
5. Costs of restoration, and who will do the restoration work
6. Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs

Schools and other governmentally owned facilities should be compensated for operating costs only, since these facilities are funded by the taxpayers through tax revenues. Additional costs incurred will be paid for by the incident such as additional janitorial services or cleaning fees.

A pre-inspection and post-inspection shall be made of the premises using the forms later on in this chapter. The inspections can be documented on separate inspection documents if additional details or information are needed. Pre- and post-inspection photographs are recommended particularly in cases where actual damages occur that may result in a claim.

Such pre- and post-inspections shall note all improvements and conditions, including items such as fences, buildings, wells, crops, road conditions, etc. The rental documents shall indicate who will be responsible for providing services and utilities, if any are required. Whenever possible, coordinate with the Division's Procurement Officer. The rental documents shall indicate whether site rehabilitation requirements exist, or a site rehabilitation plan must be signed by the owner/agent and the state prior to completion of the final inspection.

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
- Copiers
- Computers
- Kitchen
- Keys, Access
- Security
- Sleeping Areas
- Noxious Weeds
- Availability
- 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 facilities 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 / cattleguards / 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)
    - 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
- Re-seeding / 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 system, or rely solely on port-a-potties?)
- Mending fences damaged during incident

CONSIDERATIONS FOR DETERMINING RATE

- BEFORE NEGOTIATING RATE:
  - Determine ownership of land / facilities
  - Confirm owner's agent if applicable
  - 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:
  - banks
  - real estate offices
  - local employees
  - local assessor offices
  - local agency lands offices
  - newspapers
  - feed store bulletin boards
  - documentation at local offices from previous incidents

Jan 2009

EMERGENCY FACILITIES & LAND USE AGREEMENT

STATE OF ALASKA
DIVISION OF FORESTRY

CHECKLIST FOR RENTAL OF LAND FOR TEMPORARY EMERGENCY USE

Prior to renting land for temporary emergency use (e.g. for campground, parking, work areas), complete the checklist below. **Items that apply below become part of the agreement and must be addressed in description of the land.**

1.	Who is the legal validated owner? Who is authorized to sign agreement (school superintendent versus school principal)? Written documentation must be provided by owner when a legal representative has been designated. Agreement will be with the legal owner.	
2.	A complete detailed description of the land, including specific location, boundaries and usage. What is the acceptable method of tracking use of land (i.e., shift ticket)?	
	a.	Access - roads, gates, etc (Any special access requirements?)
	b.	Noxious Weeds - What steps will IMT take to prevent spread of Noxious Weeds?
	c.	Fences/gates/etc - Can it be removed? Do we need to put up a fence?
	d.	Livestock - Does the livestock neeed to be removed?
	e.	Flight path - Any obstructions that would effect aircraft?
	f.	Irrigation/sprinkler system
	g.	Spillage/Hazmat - Any visible indications of spills during pre-inspection?
	h.	Reduce/increase costs when camp changes (ie.e from Type 1 - 2 - 3 teams due to less land being needed.)
	i.	Terminate agreement and initiate new agreement when transferring from Type 1 - 2 - 3 teams.
	j.	Hours of operation. Discuss with owner the intended hours of operation.
	k.	Parking - Any restrictions to what can be parked or where to park?

	l.	Specific clean-up (bark, mulch, sawdust, gravel, etc)
	m.	Property Impact - Discuss possible physical changes that may occur.
	n.	Re-seeding/de-compaction requirements.
	o.	Abandonment of improvements (i.e., if IMT installed a fence or culvert, will it be left behind?)
3.	Discuss the intended use of the land and include any restrictions that the owner may have (off-limit areas, etc).	
4.	Provisions for making alterations to the land and placement of signs.	
5.	Perform and document a pre- and post-use physical joint inspection by the landowner/ authorized representative and government representative(s). Take pre- and post-inspection pictures and include them in the agreement package.	
6.	Discuss terms for loss, damage, or destruction of property.	
7.	Discuss contracting terms and conditions.	
8.	Rate negotiation should involve a warranted contracting officer. State the agreed upon rate and specific utilities to be included or not included in tis agreement. **Rates and terms of agreement require a warranted contracting officer's approval and signature.**	
9.		

MATRIX FOR COST ANALYSIS

$_____ X 7 Days = _____

$_____ X 14 Days = _____

$_____ X 21 Days = _____

AGREEMENT FOR RENTAL OF LAND FOR EMERGENCY USE

Incident Name: _____ *Incident Number:* _____

*Incident Order Number:*_____ *Agreement Number:*_____

*Owner Name:*_____

Mailing Address:
_____

_____

*Contact Numbers:*_____

*Tax ID or SSN:*_____

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land and/or facilities for use by the Division of Forestry/AFS as:

This agreement shall remain in effect from _____ *until*_____ .
A new agreement and inspection(s) will be initiated by new Incident Management Team, unless
there are no changes to the agreement.

DESCRIPTION OF LAND:

Address of specific location. Use landmark descriptions to the property if street or highway address is not available. Include access roads, buildings, paved areas, utility lines, fences, landscaping and any other physical features that describe the area. Identify structures/areas not included in the agreement and what efforts will be taken to restrict the area. **Include items from the checklist.**

Approximate area of land under agreement:

RATE:

( ) Monthyly Rate: For each portion of a month, or portion thereof, that the land is used, the Division of Forestry will pay the sum of $_____. Re-negotiation of a lower rate may be made after one month.

( ) Daily Rate: For each day, or portion thereof, that the land listed above is used, the Division of Forestry will pay the established rate of $_____ not to exceed $_____.

In accordance with the Division of Forestry payment procedures, payment will be made at the end of the agreement period.

UTILITIES: (Check only one)

( ) The above sum includes all utility charges (telephone, electrictity, diesel generator, water, fuel, propane, etc

( ) The above sum excludes utility charges. The Division of Forestry will pay the owner the sum determined due by the Contracting Officer based on:

RESTORATION: (Check only one)

( ) The above sum includes restoration of the land by the Division of Forestry. 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. Claims for reasonable cost incurred by the owner in restoring land to the 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 post-use inspection.

Other - describe in detail:

ALTERATIONS: The Division of Forestry may make alterations, attach fixtures or signs, and/or erect temporary structures in or upon the land, all of 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.

ORAL STATEMENTS: Oral statements or commitments supplementary to, or contrary to, any provision of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITIONS REPORTS: A joint pre- and post-use physical survey and inspection report of the land shall be made and signed by the parties; the purpose of the inspection shall be to reflect the site conditions existing at those times.

LOSS, DAMAGE OR DESTRUCTION: The Government will assume liability for the loss, damage or destruction of land 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).

TERMS AND CONDITIONS: This Agreement is subject to AAM 35.120, the authority for which is found in Alaska Statute 37.05.285.

Owner or Owner's Agent	Warranted Contracting Officer
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____
Signature:_____	Signature:_____
Mailing _____	Mailing: _____
Address: _____	Address:_____
_____	_____
Phone (Day):_____	Phone:_____
Night:_____	

TEMPORARY EMERGENCY LAND PRE- AND POST-USE INSPECTION REPORT

(Use additional pages if necessary)

PRE-USE INSPECTION:

Owner/Agent: (Print Name)	Government Representative: (Print Name)
_____	_____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____
Business Phone: _____	Mailing Address: _____
Cell Phone: _____	Business Phone: _____
	Cell Phone: _____

POST-INSPECTION:

Owner/Agent: (Print Name)	Government Representative: (Print Name)
_____	_____
Signature:_____	Signature:_____
Title:_____	Title:_____
Date:_____	Date:_____
Business Phone: _____	Mailing Address: _____
	_____
	Phone:_____

Page ___ of ___
Agreement No: _____

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.

TEMPORARY EMERGENCY LAND PRE- AND POST-USE INSPECTION REPORT

Page _____ of _____

Agreement No:

PRE-USE INSPECTION:

Owner/Agent: (Print Name)

_____

Signature:_____

Title:_____

Date:_____

Business Phone: _____

Cell Phone: _____

Government Representative: (Print Name)

_____

Signature:_____

Title:_____

Date:_____

Mailing Address: _____

Business Phone: _____

Cell Phone:_____

TEMPORARY EMERGENCY LAND PRE- AND POST-USE INSPECTION REPORT

Page _____ of _____

Agreement No:

POST-USE INSPECTION:

Owner/Agent: (Print Name)

_____

Signature:_____

Title:_____

Date:_____

Business Phone: _____

Cell Phone: _____

Government Representative: (Print Name)

_____

Signature:_____

Title:_____

Date:_____

Mailing Address: _____

Business Phone: _____

Cell Phone:_____