

Exhibit 7 - Checklist for Rental of Dipping Sites/Ponds for Temporary Emergency Use

DEPARTMENT OF INTERIOR
 Bureau of Land Management
 Alaska Fire Service
 P.O. Box 35005
 Fort Wainwright, AK 99703-0005

CHECKLIST FOR RENTAL OF DIPPING SITES/PONDS FOR TEMPORARY EMERGENCY USE

Prior to renting dipping sites/ponds for temporary emergency use, complete the checklist below.

Items that apply below become part of the agreement and must be addressed in description of dipping sites/ponds.

1.	Who is the legal validated owner? Who is authorized to sign agreement (i.e., authorized legal representative)? 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 dipping site/pond, including specific location, boundaries, and usage. What is the acceptable method of tracking use of dipping sites/ponds (i.e., shift ticket)?																				
	<table border="1"> <tr> <td data-bbox="274 854 407 951">a.</td> <td data-bbox="407 854 1453 951">Access - roads, gates, etc (Any special access requirements?)</td> </tr> <tr> <td data-bbox="274 951 407 1047">b.</td> <td data-bbox="407 951 1453 1047">Impact - amount of drawdown, site disturbance, etc.</td> </tr> <tr> <td data-bbox="274 1047 407 1144">c.</td> <td data-bbox="407 1047 1453 1144">Noxious Weeds - What steps will IMT take to prevent spread of Noxious Weeds?</td> </tr> <tr> <td data-bbox="274 1144 407 1241">d.</td> <td data-bbox="407 1144 1453 1241">Water - usage and/or replenishment</td> </tr> <tr> <td data-bbox="274 1241 407 1337">e.</td> <td data-bbox="407 1241 1453 1337">Water Rights - who owns the water</td> </tr> <tr> <td data-bbox="274 1337 407 1434">f.</td> <td data-bbox="407 1337 1453 1434">Fencing - Can it be removed?</td> </tr> <tr> <td data-bbox="274 1434 407 1530">g.</td> <td data-bbox="407 1434 1453 1530">Flight path - Any obstructions that would effect aircraft?</td> </tr> <tr> <td data-bbox="274 1530 407 1627">h.</td> <td data-bbox="407 1530 1453 1627">Terminate agreement and initiate new agreement when transferring from Type 1 - 2 - 3 teams.</td> </tr> <tr> <td data-bbox="274 1627 407 1724">i.</td> <td data-bbox="407 1627 1453 1724">Hours of Operation - any restrictions?</td> </tr> <tr> <td data-bbox="274 1724 407 1803">j.</td> <td data-bbox="407 1724 1453 1803">Livestock/wildlife</td> </tr> </table>	a.	Access - roads, gates, etc (Any special access requirements?)	b.	Impact - amount of drawdown, site disturbance, etc.	c.	Noxious Weeds - What steps will IMT take to prevent spread of Noxious Weeds?	d.	Water - usage and/or replenishment	e.	Water Rights - who owns the water	f.	Fencing - Can it be removed?	g.	Flight path - Any obstructions that would effect aircraft?	h.	Terminate agreement and initiate new agreement when transferring from Type 1 - 2 - 3 teams.	i.	Hours of Operation - any restrictions?	j.	Livestock/wildlife
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k.	Loss of foliage/crop/pasture																				

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	i.	Use of pumps or wells - Preferred method is government provided pumps and fuel. If government pumps can not be provided, rental of pump costs may include equipment cost, electricity (if electric pump), and fuel.
3.		Discuss the intended use of the dipping site/pond and include any restrictions that the owner may have (i.e., off-limits areas, etc).
4.		Agree upon method of measurement (i.e., gallons, loads, etc). The agreed upon rate per gallon water, such as:
	a.	Daily rate (example \$50 per day).
	b.	\$.01 per gallon
5.		Perform and document a pre- and post-use physical joint inspection by the landowner/ authorized representative and government representative(s). Take photos of pre- and post-inspections and include them in the agreement package.
6.		Discuss terms for loss, damage, or destruction of property.
7.		Discuss terms and conditions.
8.		Rate negotiation would involve a warranted contracting officer. State the agreed upon rate and specific utilities to be included or not included in this agreement. Rates and terms of agreement require a warranted contracting officers approval and signature.
AGREEMENT FOR RENTAL OF DIPPING SITE/POND FOR EMERGENCY USE		

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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 BLM/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 DIPPING SITE/POND:

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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 dipping site/pond under agreement:

RATE: BLM-AFS will pay the sum of \$_____ (i.e., daily rate, per gallon)

In accordance with the BLM/AFS payment procedures and the Prompt Payment Act, payment will be made at the end of the agreement period. Funds will be disbursed electronically. Owner is required to complete Automated Clearing House form for Electronic Fund Transfer (EFT) or request a waiver from EFT.

RESTORATION: (Check only one)

() The above sum includes restoration of the land by BLM/AFS. BLM/AFS 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

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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; BLM/AFS will document on the post-use inspection.

Other - describe in detail:

ALTERATIONS: The BLM/AFS 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 BLM/AFS. Alterations will be removed by the BLM/AFS 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 the Prompt Payment Act (31 USC 1801) and to Office of Management and Budget Circular A-125. The following Terms and Conditions are incorporated by reference to 41 CFR: **See <http://www.acqnet.gov/far>**

See Exhibit 11 to the GAS for clauses.

Owner or Owner's Agent

Warranted Contracting Officer

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Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Mailing _____

Mailing: _____

Address: _____

Address: _____

Phone (Day): _____

Phone: _____

Night: _____

TEMPORARY EMERGENCY DIPPING SITE/POND, PRE- AND POST-USE INSPECTION REPORT

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(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: _____

Phone: _____

POST-INSPECTION:

