

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: US Forestry Land Use Agreement

DATE: June 24, 2024

RECOMMENDATION
 POLICY DISCUSSION
 STATUS REPORT
 OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COMMISSION ACTION REQUESTED ON: July 15, 2024

PURPOSE: To approve the Land Use Agreement with the US Forestry Service to temporarily use the Habersham County Airport as their home base while their helicopter contract is active.

BACKGROUND / HISTORY: The United States Forestry Service (USFS) provides aeronautical services with USFS personnel and a contracted helicopter. Their primary services include fire suppression, controlled burns, and wildlife resources. The USFS would like to use the Habersham County Airport as a home base while their helicopter contract is active from October 2024 until May 2025. A similar agreement was approved last year for the USFS to use the Airport for their home base during their active helicopter contract.

FACTS AND ISSUES:

- The USFS wants to base their staff and contracted helicopter at the Habersham County Airport.
 - Their helicopter contract is not continuous; therefore, they would mobilize a temporary office trailer for the duration of their helicopter contract. After their contract ends, the trailer will be removed from the site. A Land Use Agreement will allow them to use a small area for this temporary office.
 - The presented Land Use Agreement (LUA) will serve as the contract between Habersham County and the USFS. In the event the agreement does not go as anticipated, the agreement can be terminated.
 - This agreement will be under the same terms as it was previously in 2023.
 - The approval of this agreement was recommended unanimously by the Airport Commission at their regular meeting on July 9, 2024.
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OPTIONS:

- 1) Approve the Land Use Agreement with the US Forestry Service.
 - 2) Deny the Land Use Agreement.
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION: Motion to approve the Land Use Agreement with the US Forest Service for the period of October 2024 through May 2025.

DEPARTMENT:

Prepared by: Patti McLarty

Director/Manager Bill Harden

**ADMINISTRATIVE
COMMENTS:**

_____ **DATE:** _____
County Manager

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 03/2020

<p>INCIDENT AGENCY (name, address, phone number) USDA Forest Service Chattahoochee-Oconee National Forests 1755 Cleveland Hwy Gainesville, GA 30501 (770) 297-3000 POC-Mike Davis 706/781-7493</p>	<p style="text-align: right;">Page 1 of 3</p> <p>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: _____</p>
<p>OWNER (name, address, phone number-include day/night/cell) Habersham County Airport 1112 West Airport Road Cornelia, Ga 30531 (706) 839-0247</p> <p>POINT OF CONTACT (if applicable): Bill Harden EMAIL: wharden@habershamga.com PAYMENT ADDRESS: <input type="checkbox"/> Same as above, or <u>N/A</u> DUNS: _____ REGISTERED IN SAM.GOV: <input type="checkbox"/> Yes or <input type="checkbox"/> No, Vendor Code Information Worksheet attached EIN/SSN (only if not in SAM): _____ County: _____ State: _____ Township: _____ Range: _____ Section: _____</p>	<p>EFFECTIVE DATES a. beginning: October 28th, 2024 b. ending: May 31st, 2025</p> <p>INCIDENT NAME: <u>Not applicable</u></p> <p>INCIDENT NUMBER: _____</p> <p>RESOURCE ORDER NUMBER: <u>S-</u>_____</p> <p>MODIFICATION No/DATE: _____</p> <p>MODIFICATION CO Initials: _____</p>

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

- SMALL BUSINESS
 LARGE BUSINESS
 SMALL DISADVANTAGED OWNED
 WOMEN OWNED
 HUBZONE
 SERVICE DISABLED VETERAN
 PUBLIC ENTITY
 GOVERNMENT
 OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as: a temporary helibase for wildfire suppression, prescribed fire operations, and other needs related to National Forest lands. A mobile office trailer would be set up on site in late October, 2024. It would be located at the site to accommodate the helicopter contract period. The USFS would be required to remove the trailer by May 31st, 2025.

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. (attach separate sheet if more space is necessary)

Habersham County Airport, 1112 West Airport Road, Cornelia, GA 30531. Identifier CORNELIA KAJR/AJR N34-30.0, W083-33.4. The land use location is located east of the main gate entrance to the old FBO terminal. The location will be the site of a mobile modular office trailer with parking for up to 8 vehicles on a dirt/gravel lot. The trailer will be approximately 60' x 12' or 60' x 24' in size.

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$0.00 or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$0.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$0.00. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: The USFS will provide its own utilities and will provide trash removal.

UTILITIES AND SERVICES:

The above rate includes utility charges for the following: DIESEL 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: The USFS has its own utilities on the site. The USFS is responsible for these utilities and will be responsible for trash removal at the site.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical. Restoration work includes: The USFS will restore and rehab the trailer location upon removal. The location will be restored to its original condition within five (5) days of its removal. If both parties agree, the site could be used again in the future for the same type of trailer or a similar temporary set up. Any hazardous material spill would also be the responsibility of the USFS to clean up appropriately and in a timely manner.

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

ALTERATIONS: The Government 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 Government. Alterations will be removed by the Government 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.

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.

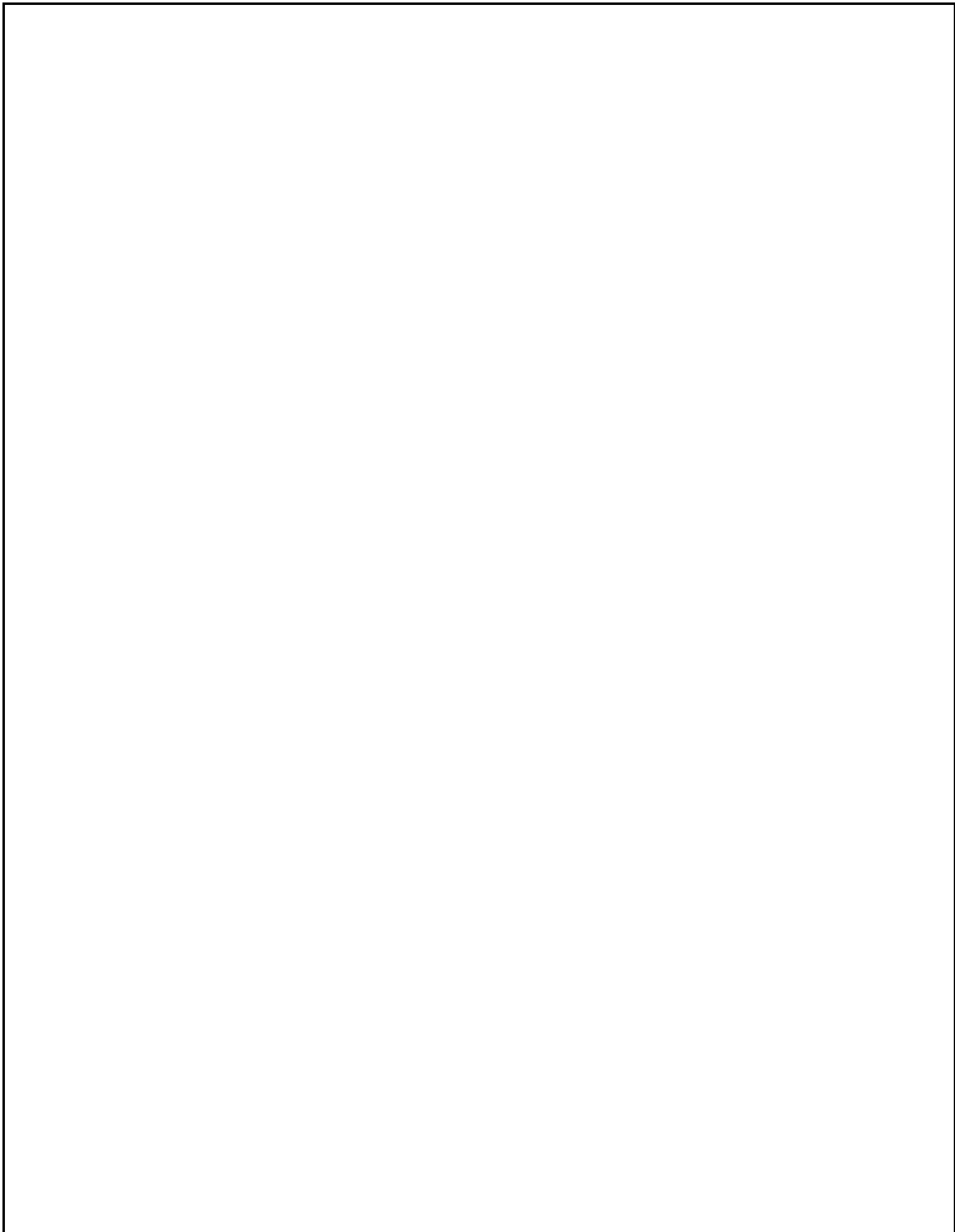
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition.

OTHER: Describe in detail: The USFS will avoid use of the new terminal building for any type of work space. It is entirely upon the USFS to provide its own work space. The USFS will avoid tracking mud or debris onto asphalt runways or parking areas within the airport. USFS personnel are always on the lookout for foreign object debris (FOD) and will dispose of any found appropriately. The USFS and its contractor are responsible for any damage that might be caused by their personnel while on site. USFS personnel will work and communicate closely with airport management on their activities.

TERMS AND CONDITIONS: The USFS and Habersham County agree that if conditions are not met, or that the use of the site doesn't go as anticipated with this space and its use, that either party may opt out of this land use agreement. If that occurs the USFS would work to remove the trailer from the site within 30 days.

INSURANCE/ INDEMINIFCATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Habersham County Airport, from any and all claims, liabilities, losses, damages, charges, etc. The Habersham County Airport does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Habersham County Airport will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

CHECKLIST(s): See attachment. 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.



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) (JAN 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).

OWNER / OWNER'S AGENT SIGNATURE:

DATE:

CONTRACTING OFFICER'S SIGNATURE:

DATE:

PRINT NAME AND TITLE:

PRINT NAME AND TITLE:

PHONE NUMBER:

PHONE NUMBER:

EMAIL:

EMAIL:

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	

POST-USE INSPECTION: Description of photos/ condition immediately following the Government's occupancy.

NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	