

**FISH AND WILDLIFE SERVICE
FACILITY MANAGEMENT**

3.1 What is the purpose of this chapter? This chapter describes our policy and procedures for managing and relinquishing lease space.

3.2 What are the authorities for this chapter? See [370 FW 1](#) for the authorities for all the chapters in Part 370.

3.3 How is this chapter organized? Table 3-1 shows how we have organized this chapter.

| Table 3-1: Organization of 370 FW 3 | |
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3.4 Can the Service coordinate day-to-day operations and maintenance of a GSA-awarded lease?

Yes, the Division of Contracting and General Services (CGS) in HQ may request a Delegation of Lease Management Authority from GSA to coordinate with the landlord on the day-to-day operations and maintenance of one or more GSA-awarded leases. If GSA approves:

A. The Chief, CGS in HQ may designate a Regional/HQ Space Coordinator or a program employee as the Service's representative.

B. Individuals assigned with lease management authority may also need special training that GSA approves. Their responsibilities may include:

- (1) Serving as the liaison between tenants and property owners to coordinate building services and resolve problems with the terms of the lease;
- (2) Coordinating service calls for day-to-day building services such as cleaning, maintenance, and repairs for occupied space;
- (3) Preparing minor reports about the space or lease issues;
- (4) Communicating with GSA; and
- (5) Maintaining copies of all correspondence, reports, and transactions for the lease file.

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C. The delegation does not give the Service authorization to enter into any contractual agreement or understanding with a property owner or its representative(s) that could change or affect the terms of the GSA lease.

3.5 What are standard lease-related services?

A. Leases typically include costs for heating and air conditioning during normal business hours, specified maintenance, and cleaning services.

B. If a program needs heating or air conditioning during non-business hours or special guard or cleaning services, this is typically an above-standard lease service, and the program must request and pay for it.

C. Programs should send requests for above-standard services to the CGS Regional/HQ Space Coordinator for processing. The program office is responsible for associated costs.

3.6 What happens when our lease space needs change? If a program needs to reduce lease space, follow the procedures in section [3.11](#). If a program needs more lease space, follow the procedures in [370 FW 2, Planning, Requesting, and Approving Lease Space](#).

3.7 What are the procedures for requesting alterations to GSA-leased space?

A. Programs may request alterations to GSA-leased space. To do this, programs must send the following information and documents to their Regional/HQ CGS office for processing:

(1) Memorandum from a program Division Chief or someone higher in the chain of command requesting and authorizing the work,

(2) A requisition request with a fund center cost accounting code (see sections 3.8 and 3.9 for capitalization requirements),

(3) Scope of work with appropriate specifications and requirements,

(4) Floor plan(s) that depicts the location of the work, and

(5) Any other pertinent information.

B. CGS reviews the request. If it is in compliance with GSA regulations and the Service's utilization standards, then CGS:

(1) Coordinates processing the acquisition request and GSA-reimbursable work authorization, and

(2) Coordinates with GSA and the program office to plan and complete the alterations.

C. If the request doesn't comply with GSA regulations, then CGS will work with all parties to bring the request into compliance.

3.8 What is capitalization and what are the requirements to capitalize lease space alterations?

A. Capitalization means recording the total acquisition cost and economic life of an item in our Financial and Business Management System (FBMS). The intent of capitalization is to provide:

(1) An accurate accounting of the value of an investment over time, and

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(2) Cost allocation to the appropriate fiscal year.

B. Capitalized lease space items include building alterations that are not part of the Tenant Improvement (TI) allowance. The TI allowance is a pre-negotiated fund to provide construction or alteration services that we pay for through a specific term in the monthly rent bill.

C. Use the following criteria to determine whether to capitalize an alterations project:

(1) The alterations are not part of the TI allowance,

(2) The alterations have an estimated useful life of 2 or more years, and

(3) It cost more than \$100,000 to build.

3.9 How do Regions and HQ report capitalized leased space alterations?

A. Regions and HQ must analyze and report leased space alteration projects that meet the criteria in [section 3.8](#) during the requisitioning process in FBMS.

B. The Regional/HQ CGS Space Coordinator must work with the requisitioning office and the CGS contracting staff to ensure that capitalized lease space alterations are entered in FBMS and coded with a Universal Product Code (UPC) X1990135.

3.10 What are the recordkeeping requirements for lease space? The CGS Regional/HQ Space Coordinator maintains the following records:

A. A file record for each GSA-provided and non-GSA-provided leased space and for space we obtain through other agreements. Documentation must include:

(1) Memorandum and any other communications requesting and approving the space (new or available historic) and funding certification;

(2) A copy of the Service's *Space Calculator Tool* (see 370 FW 1, Exhibit 1) (for new leases beginning in 2012) used to document the approved amount and type of space;

(3) A copy of the final GSA occupancy agreement, Service direct lease, or other agreement;

(4) The Delegation of Space Leasing Authority approval from GSA for Service direct leases and all required supplemental documentation;

(5) Copies of supplemental lease agreements;

(6) Records for alterations;

(7) Documentation concerning the resolution of billing discrepancies; and

(8) Cancellation notices, if appropriate.

B. A record for all Warranted Leasing Contracting Officers showing they received the GSA-required training (see [370 FW 4](#)).

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3.11 How does a program relinquish leased space?

A. If a program wants to relinquish leased space, a Division Chief or someone higher in the chain of command must notify the CGS Space Coordinator in writing.

B. For GSA-controlled space that we can cancel (reference the occupancy agreement), the CGS Space Coordinator must work with the appropriate GSA Regional Office to remove the space from the Service's inventory. The following conditions and requirements apply:

(1) The occupancy agreement must state that we have cancellation rights.

(2) Beginning October 1, 2011, GSA will not allow agencies to release new space (leased or federally-owned) assignments to the Public Building Service inventory within the first 16 months of any occupancy agreement's term.

(3) GSA has the right to determine (in coordination with the landlord) if the space is marketable in size and can be physically separated from the remaining space (if applicable) so that we may cancel.

(3) The Service must notify GSA in writing, typically within 120 calendar days before vacating the space, and we must continue to pay rent during this time.

(4) If there is a remaining balance for TI costs, the program is responsible for a lump-sum payment of the TI balance.

C. If the space cannot be cancelled and we move out of the space prior to the expiration date of the occupancy agreement or lease, the program is responsible for paying the rent until the space is either reassigned or the occupancy agreement or lease expires.

D. For leases not involving GSA and without a termination for Government's convenience or cancellation clause, the program must pay the rent through the expiration of the lease unless we can negotiate return of the space with the lessor.

E. For non-GSA leases, we must enter all lease terminations, expirations, and cost savings for terminations in FBMS for reporting in the Federal Real Property Profile (FRPP).

/sgd/ Geoffrey S. Haskett
ACTING DIRECTOR

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