

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 02/2026

INCIDENT AGENCY (name, address, phone number) USDA Forest Service At-Incident Management Support Branch (AIMS) 26 Fort Missoula Rd Missoula, MT 59804 ATTN: RMCC EPSO CENTER		Page 1 of 3 AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT AGREEMENT NUMBER: 1282X926K4101	
OWNER (name, address, phone number-include day/night/cell) Town of Lake City PO Box 544 Lake City, CO 81235 POINT OF CONTACT: Alexander Mulhall – 970-944-2333 EMAIL: townmanager@townoflakecity.co PAYMENT ADDRESS: ☒ Same as above UEI: FZKPDYPNLAK6 REGISTERED IN SAM.GOV: ☒ Yes		EFFECTIVE DATES a. beginning: 7/13/2026 b. ending: End of Incident INCIDENT NAME: <u>Elk</u> INCIDENT NUMBER: <u>CO-GMF-000114</u> RESOURCE ORDER NUMBER: <u>S-314</u>	
County: _____ State: <u>CO</u> Township: _____ Range: _____ Section: _____			
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 <u>Potable Water Hydrant and Gray Water Disposal</u> .			
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)			
Location: Potable Water Hydrant Corner of 8 th & Bluff Gray Water Disposal 1975 Spring St, at the Manhole			
RATE: For each day that the land/facilities are used, the Government will pay the rate <u>as indicated below</u> . Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be <u>\$1000</u> , regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed <u>\$250,000</u> . Payment shall be in accordance with the incident Agency payment procedures.			
Rate breakout: <u>Potable Water will be paid at a rate of \$0.03 per Gallon used from Hydrant.</u> <u>Gray Water Disposal will be paid at a rate of \$0.03 per Gallon disposed of at manhole.</u>			
Note: All restoration details are outlined on page 2 of this agreement.			
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: _____.			

RESTORATION: Restoration beyond ordinary wear and tear.

☐ Restoration costs have been pre-negotiated. The Government restoration of land/facilities includes:

☐ Work to be performed: _____

OR

☐ A one-time payment of _____ to cover the restoration associated with this agreement.

☒ No restoration costs have been pre-negotiated for this agreement. Restoration above ordinary wear and tear and associated with the performance of the agreement will be assessed upon completion of the agreement. Request for restoration 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: None.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMNIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Owner, from any and all claims, liabilities, losses, damages, charges, etc. The Owner 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 Owner 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.acquisition.gov/

FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Noncommercial) (NOV 2025)

FAR 52.222-3 Convict Labor (NOV 2025)

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 (SEP 2025) ALT I (SEP 2025)

FAR 52.243-1 Changes—Fixed Price (JUN 2025) ALT I (JUN 2025)

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:		Craig Ericson, Contracting Officer	
EMAIL:		PHONE NUMBER: 530-559-6264	
		EMAIL: craig.ericson@usda.gov	

ATTACHMENT 1

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

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. To include all modification added areas.

[illegible]☐ NO DAMAGE NO CLAIMS

Requested Amount Due for Damage \$_____

Invoice Amount \$_____

TOTAL AMOUNT DUE to Vendor \$

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:

RESOURCE ORDER		Initial Date/Time		2. Incident / Project Name				3. Incident / Project				Financial Codes							
SUPPLY		07-09-2026 0946 MST		Elk				CO-GMF-000114				221-IOH (WADNR) P2 STPL (0204) [P] P2 EKU0 (0204)							
5. Descriptive Location Elk Fire ICP-Gunnison High School 800 W Ohio Ave Gunnison, CO 81230				6. TWN		RNG		SEC		Base MDM		8. Incident Base / Phone Number Montrose Interagency Dispatch (970) 249-1010				9. Jurisdiction / Agency Grand Mesa, Uncompahgre and Gunnison National Forests			
				LAT. 38° 07' 27" N															
				LONG. 107° 21' 17" W															
11. Aircraft Information																			
Bearing	Distance	VOR	Contact Name	Frequency Type		Assigned Frequency		Reload Base		Other Aircraft / Hazards									
NaN°	3952	NL		FQAA - Air to Air AM		FQAA - 124.2750 TX 124.2750 RX 124.2750													
NaN°	3953	ZYT		FQAA - Air to Air AM		FQAA - Montrose A/A 2 TX 128.0000 RX 128.0000													
NaN°	3955	YYT		FQAG - Air to Ground FM		FQAG - 173.7000 TX 173.7000 RX 173.7000													
				FQAG - Air to Ground FM		FQAG - 173.7250 TX 173.7250 RX 173.7250													
				FQAG - Air to Ground FM		FQAG - A/G 7 TX 166.8500 RX 166.8500													
				FQCM - Command		FQCM - 9 Mile TX 166.4250 (167.9) RX 172.3250 (123.0)													
				FQCM - Command		FQCM - Bald Mountain TX 165.4125 (136.5) RX 173.1125 (123.0)													
				FQTA - Tactical		FQTA - 168.0500 TX 168.0500 RX 168.0500													

12. Request Number	Ordered Date/Time	From	To	Qty	Resource Requested	Needed Date/Time	Deliver To	From Unit	To Unit	Assigned Date/Time	Resource Assigned Unit ID	Resource Assigned	M/D Ind	Estimated Time Of Departure	Estimated Time Of Arrival	Released Date	Released To
S-314	2026-07-14 0816 MDT	Scott Zorno 303-519-1198	CO-MTC	1	Service - Land Rental	2026-07-13 1700 MDT	Elk CO-GMF-000114	CO-MTC	CO-MTC	Invalid date				LUA: 1282X926K4101 Landowner: City of Lake Start: 7/13/2026			
Travel Mode G		Financial Code P2 STPL (0204)		Named Request		Special Needs GM 58 LUA for Lake City Potable Fill Site and Grey Water Dump Site POC: Scott Zorno, 303-519-1198						Navigation/Reporting Instructions Incident Jetport(s): GUC*, MTJ					

13. User Documentation

Req. No.	Documentation	Entered By
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