

FS Agreement No. 22-PA-11031000-039

Cooperator Agreement No. _____

ITEM #22-0238

PARTICIPATING AGREEMENT
Between The
CITY OF SANTA FE FIRE DEPARTMENT
And The
USDA, FOREST SERVICE
SANTA FE NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of Santa Fe Fire Department, hereinafter referred to as “Santa Fe Fire Department,” and the United States Department of Agriculture (USDA), Forest Service, Santa Fe National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of 1978, Public Law 94-148 as amended, 16 USC 565a-1.

Background: The Santa Fe National Forest and the City of Santa Fe has cooperated over the years to accomplish prescribed burning on adjacent lands. In the past the City of Santa Fe Fire Department has provided the assistance of their wildland fire program on Forest Service burns in exchange for training opportunities and experience without compensation. This has been restricted to local burns primarily in the Santa Fe watershed. This agreement expands opportunities for utilizing City of Santa Fe Fire Department resources on prescribed burns projects across the Santa Fe National Forest increasing capacity and opportunities for training.

Title: Santa Fe Fire Department Partnership for Forest-wide Prescribed Fire Projects

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to accomplish forest prescribed burns and preparation of prescribed burns hosted by the U.S. Forest Service for protection, development, and improvement of National Forest System land within the Santa Fe National Forest in accordance with the following provisions and the hereby incorporated Scope of Work, Financial Plan, and Project Map attached as Exhibits A, B, and C respectively.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is responsible for the management and protection of National Forest System (NFS) lands with specific duties related to forest health, conservation, and forest fire/fuels management. The Santa Fe National Forest has a goal to increase the capacity to treat NFS lands and meet regional fuels targets.

The City of Santa Fe Fire Department’s goal is to cooperate in a program to enhance and, where possible, develop the forest resources conducting necessary improvement work



in such ways that will contribute to the public welfare and to support forestry protection.

Therefore, it is of mutual benefit to both entities to assist and cooperate in a program to enhance, and where possible, develop forest resources, doing necessary improvement work in such ways as will contribute to the public welfare and to support forestry protection.

The City of Santa Fe Fire Department will assist the Santa Fe National Forest in prescribed burn preparation and implementation.

In consideration of the above premises, the parties agree as follows:

III. SANTA FE FIRE DEPARTMENT SHALL:

- A. LEGAL AUTHORITY. Santa Fe Fire Department shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. Santa Fe Fire Department may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Perform in accordance with the terms of this Agreement and with the Scope of Work, Financial Plan, and Project Map as Exhibits A, B, and C.
- E. Follow the Job Hazard Analysis (JHA) that will be provided at the time of the burns.
- F. Perform in accordance with the burn plans.
- G. Provide qualified personnel and equipment to accomplish the tasks described in the prescribed fire burn plans.
- H. Be responsible for the City of Santa Fe Fire Department personnel and equipment.



- I. Provide personnel and equipment as needed and as practical to accomplish successful projects.
- J. Coordinate with U.S. Forest Service on any issues that may occur.
- K. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$100,000.00 as agreed to in the attached Financial Plan.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Santa Fe Fire Department for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$100,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Santa Fe Fire Department's monthly invoice. Each invoice from Santa Fe Fire Department shall display the total project costs for the billing period, separated by U.S. Forest Service and partner's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Santa Fe Fire Department's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

- 1. City of Santa Fe Fire Department name, address, and telephone number.
- 2. U.S. Forest Service agreement number.
- 3. Invoice date.
- 4. Performance dates of the work completed (start & end).
- 5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Santa Fe Fire Department share with in-kind contributions displayed as a separate line item.
- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of U.S. Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement".
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894



POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque NM 87109

Send a copy to: Rian Ream at rian.ream@usda.gov

- B. Perform in accordance with the terms of this Agreement and with the attached Financial Plan, Scope of Work and Project Map, Exhibits A, B, and C.
- C. Perform in accordance with burn plans.
- D. Provide qualified personnel and equipment to accomplish the tasks described in prescribed fire burn plan.
- E. Provide direction to the City of Santa Fe Fire Department on prescribed burn activities.
- F. Provide the Job Hazard Analysis (JHA) to the City of Santa Fe Fire Department at the time of burns.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Name: Nate Miller Address: 2501 Camino Entrada City, State, Zip: Santa Fe NM 87507 Telephone: 505-231-3163 Email: nfmiller@santafenm.gov	Name: Brian Moya Address: 200 Murales Road City, State, Zip: Santa Fe NM 87501 Telephone: 505-955-3110 FAX: 505-955-3115 Email: bjmoya@santafenm.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Rian Ream Address: 11 Forest Lane City, State, Zip: Santa Fe NM 87508 Telephone: 505-231-8736 FAX: 505-438-5391 Email: rian.ream@usda.gov	Name: Lisa Street Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque NM 87102 Telephone: 303-275-5228 Email: lisa.street@usda.gov



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Santa Fe Fire Department are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Santa Fe Fire Department, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Santa Fe Fire Department from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Santa Fe Fire Department's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Santa Fe Fire Department's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Santa Fe Fire Department to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Santa Fe Fire Department when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Santa Fe Fire Department agree(s) that any of Santa Fe Fire Department's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Santa Fe Fire Department has hereby willingly agreed to assume these responsibilities.

Further, Santa Fe Fire Department shall provide any necessary training to Santa Fe Fire Department's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Santa Fe Fire Department shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.



- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- I. ELIGIBLE WORKERS. Santa Fe Fire Department shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Santa Fe Fire Department shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Santa Fe Fire Department shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Santa Fe Fire Department shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records



Santa Fe Fire Department shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Santa Fe Fire Department shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Santa Fe Fire Department shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

Santa Fe Fire Department shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of \$100,000.00 are currently available for performance of this agreement through March 1, 2027. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Santa Fe Fire Department receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- M. **INDIRECT COST RATES- PARTNERSHIP.** Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If Santa Fe Fire Department has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10 percent and less than 25 percent, cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from cooperator's cognizant audit agency no



later than 3 months after the effective date of the agreement. Santa Fe Fire Department will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

N. OVERPAYMENT. Any funds paid to Santa Fe Fire Department in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Santa Fe Fire Department to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Santa Fe Fire Department.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Santa Fe Fire Department shall close out the agreement.

Any unobligated balance of cash advanced to Santa Fe Fire Department must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Santa Fe Fire Department.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Santa Fe Fire Department shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Santa Fe Fire Department's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Santa Fe Fire Department shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Santa Fe Fire Department shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).



- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Santa Fe Fire Department is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:
- “Santa Fe National Forest” of the U.S. Forest Service, U.S. Department of Agriculture”
- Santa Fe Fire Department may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Santa Fe Fire Department is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- U. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to Santa Fe Fire Department on completion of the project, if appropriate.
- V. PROPERTY IMPROVEMENTS. Improvements placed by Santa Fe Fire Department on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Santa Fe Fire Department to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Santa Fe Fire Department’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Santa Fe Fire Department shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Santa Fe Fire



Department is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

- X. **GOVERNMENT-FURNISHED PROPERTY.** Santa Fe Fire Department may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Santa Fe Fire Department shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, Santa Fe Fire Department shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or Santa Fe Fire Department is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Santa Fe Fire Department's managerial personnel. Santa Fe Fire Department's managerial personnel, in this provision, means Santa Fe Fire Department's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Santa Fe Fire Department's business; all or substantially all of Santa Fe Fire Department's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Santa Fe Fire Department shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Santa Fe Fire Department shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Santa Fe Fire Department shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Santa Fe Fire Department shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.



- Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Santa Fe Fire Department shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Santa Fe Fire Department shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Santa Fe Fire Department materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:



1. Temporarily withhold cash payments pending correction of the deficiency by Santa Fe Fire Department or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Santa Fe Fire Department's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Santa Fe Fire Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Santa Fe Fire Department to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, Santa Fe Fire Department shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Santa Fe Fire Department for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Santa Fe Fire Department up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

EE. DEBARMENT AND SUSPENSION. Santa Fe Fire Department shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the



Federal Government according to the terms of 2 CFR Part 180. Additionally, should Santa Fe Fire Department or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

FF. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

GG. COPYRIGHTING. Santa Fe Fire Department is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.



No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by Santa Fe Fire Department under this agreement.
2. Any right of copyright to which Santa Fe Fire Department purchase(s) ownership with any federal contributions.

- HH. PUBLICATION SALE. Santa Fe Fire Department may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.
- II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for five (5) years from that date at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.



City of Santa Fe:

May 26, 2022

ALAN WEBBER, Mayor
City of Santa Fe

Date

Attest:

May 26, 2022

KRISTINE BUSTOS MIHELIC, City Clerk
City of Santa Fe
GB MTG 05/25/2022

Date

Approved for Finances:

MARY MCCOY, Finance Director
City of Santa Fe

Date

City Attorney's Office:

Marcos Martinez (Apr 12, 2022 09:49 MDT)

Apr 12, 2022

Senior Assistant City Attorney

Date

**DEBBIE
CRESS**Digitally signed by
DEBBIE CRESS
Date: 2022.05.08
11:52:13 -06'00'

DEBBIE CRESS, Forest Supervisor
U.S. Forest Service, Santa Fe National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

Digitally signed by LISA
STREET
Date: 2022.03.14
12:09:15 -06'00'

LISA STREET
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

Agreements Financial Plan (Medium Form)

1. Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS (Direct Costs)	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS			(g) TOTAL
	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) In-Kind	(f) Other Federal	
Salaries/Labor	\$39,300.00	\$0.00	\$50,048.00	\$32,500.00	\$0.00	\$0.00	\$121,848.00
Travel	\$0.00	\$0.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$2,160.00
Equipment	\$16,350.00	\$0.00	\$46,396.00	\$10,200.00	\$0.00	\$0.00	\$72,946.00
Supplies/Materials	\$1,360.00	\$0.00	\$1,396.00	\$0.00	\$0.00	\$0.00	\$2,756.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$57,010.00	\$0.00	\$100,000.00	\$42,700.00	\$0.00	\$0.00	\$199,710.00
Cooperator Indirect Costs			\$0.00	\$0.00			\$0.00
FS Overhead Assessment	\$6,841.20						\$6,841.20
Gross Total	\$63,851.20	\$0.00	\$100,000.00	\$42,700.00	\$0.00	\$0.00	\$206,551.20

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(g) = (h)	(h) 79.33%
Other Federal Contribution = (f)/(g) = (i)	(i) 0.00%
Total Federal Share = (h+i) = (j)	(j) 79.33%
Total Cooperator Share (d+e)/(g) = (k)	(k) 20.67%
Total (j+k) = (l)	(l) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
GS 12 Fuels Program Manager		\$520.00	2.00		\$1,040.00
GS 11 Fire management specialist		\$460.00	5.00		\$2,300.00
GS 11 Fire Management Officer		\$460.00	5.00		\$2,300.00
GS 9 Fuels Tech		\$360.00	8.00		\$2,880.00
GS 9 AFMO		\$360.00	8.00		\$2,880.00
GS 8 Engine Captain		\$300.00	10.00		\$3,000.00
GS 7 Assistant Engine Captain		\$260.00	10.00		\$2,600.00
GS 6 Engine Operator		\$230.00	10.00		\$2,300.00
4-GS 5 Rx crew members (4*\$200=\$800)		\$800.00	10.00		\$8,000.00
8-GS 4 Rx crew memebers (8*150=\$1200)		\$1,200.00	10.00		\$12,000.00
Non-Standard Calculation					
Total Salaries/Labor					\$39,300.00
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Travel					\$0.00

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
UTV daily rate	2.00	\$75.00	5.00		\$750.00
Type 6 Engine	2.00	\$300.00	10.00		\$6,000.00

FS 4WD Truck	8.00	\$120.00	10.00	\$9,600.00
				\$0.00

Non-Standard Calculation				
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Total Equipment				\$16,350.00
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Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Unleaded Fuel		200.00	\$3.25	\$650.00
Diesel Fuel		200.00	\$3.55	\$710.00
				\$0.00
				\$0.00

Non-Standard Calculation				
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Total Supplies/Materials				\$1,360.00
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation				
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Total Printing				\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00

Non-Standard Calculation				
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Total Other				\$0.00
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Subtotal Direct Costs	\$57,010.00
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Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
12.00%	\$57,010.00			\$6,841.20

Total FS Overhead Costs	\$6,841.20
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TOTAL COST	\$63,851.20
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Atalaya Handcrew (8-22 personnel) - (12 Rx crew/\$28/hour/person: average 8 hr day)	\$2,688.00	16.00	\$43,008.00
Rapid Extraction Module (1 ALS and 3 RES-TECs or 3 FFTs)	\$1,408.00	5.00	\$7,040.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$50,048.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Travel Field Per Diem	12	\$30.00	6.00	\$2,160.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$2,160.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
4X4 Truck-Command (.46 per mile after 50 miles)	2.00	\$53.90	2.00	\$215.60
4X4 Truck-Crew Carrier (.46 per mile after 50 miles)	5.00	\$165.00	16.00	\$13,200.00
Ambulance 4X4 w/ 2 fireline EMTs (.46 per mile after 50 miles)	1.00	\$871.20	3.00	\$2,613.60
Type 1 Engine (Average 8 hr/day, .46/mile after 50 miles)	1.00	\$1,452.00	1.00	\$1,452.00
Type 3 Engine (Average 8 hr/day, .46/mile after 50 miles)	1.00	\$1,064.80	2.00	\$2,129.60

Non-Standard Calculation

Type 6 Engine (Average 8 hr/day, .46/mile after 50 miles)	2	\$871.20	10	\$17,424.00
Chipper w/ 2 operators	1	\$2,145.00	1	\$2,145.00
UTV	2	\$137.50	16	\$4,400.00
Type 1 Tactical Water Tender (Average 8 hr/day, .46/mile after 50 miles)	1	\$1,047.20	2	\$2,094.40
Type 3 Support Water Tender (Average 8 hr/day, .46/mile after 50 miles)	1	\$721.80	1	\$721.80

Total Equipment

\$46,396.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Unleaded Fuel (gal)	100.00	\$3.33	\$333.00
Diesel Fuel (gal)	100.00	\$3.63	\$363.00
Bar Oil (gal)	\$20.00	25.00	\$500.00
Misc. Saw Parts (Saw mix, chain, bar, filters, sprockets, wedges, etc.)	1.00	\$200.00	\$200.00

Non-Standard Calculation

Total Supplies/Materials	\$1,396.00
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Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
				\$0.00
Total Other				\$0.00

Subtotal Direct Costs	\$100,000.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	\$100,000.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$100,000.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Fire Chief		\$450.00	10.00		\$4,500.00
Town Administrator		\$400.00	10.00		\$4,000.00
Finance Administrator		\$350.00	10.00		\$3,500.00
Wildland Coordinator		\$350.00	10.00		\$3,500.00
Engine Captain Backfill		\$300.00	10.00		\$3,000.00
Crew Boss Backfill		\$260.00	10.00		\$6,000.00
4 Rx Crewmembers Backfill (4*\$200=\$800		\$800.00	10.00		\$8,000.00
Total Salaries/Labor					\$32,500.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Travel					\$0.00
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Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Tools	10.00	\$38.00	10.00		\$3,800.00
Radios	5.00	\$50.00	10.00		\$2,500.00
Chain Saws	2.00	\$50.00	10.00		\$1,000.00
Drip Torches	4.00	\$10.00	10.00		\$400.00
Medical Equipment	5.00	\$50.00	10.00		\$2,500.00

Non-Standard Calculation

Total Equipment		\$10,200.00
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Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$0.00
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Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

		\$0.00
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Total Printing		\$0.00
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Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other		\$0.00
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Subtotal Direct Costs	\$42,700.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$42,700.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$42,700.00
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Project Name: City of Santa Fe Fire Department Prescribed Fire Project

Scope of Work/Purpose:

The intent of this agreement is for the U.S. Forest Service, Santa Fe National Forest to partner with the City of Santa Fe Fire Department (SFFD) to facilitate preparation and implementation of prescribed fire across all Ranger Districts on the Santa Fe National Forest. This will include the Coyote, Cuba, Jemez, Pecos/Las Vegas, and Espanola Ranger Districts (see Project Map, Exhibit C). This will create numerous training opportunities for the City of Santa Fe Fire Department and provide increased capacity for preparation and implementation of prescribed fire on the entire Santa Fe National Forest. This agreement between the SFFD and the U.S. Forest Service will serve two primary functions.

1. SFFD would be utilized to participate in prescribed fire implementation on any district of the Santa Fe National Forest. Examples of this type of work include:

- Communicate with Santa Fe Dispatch when mobilized to a prescribed fire.
- Attend prescribed fire briefings and breakout sessions to understand leader's intent for any prescribed fire.
- Utilizing UTV to shuttle personnel and/or equipment on prescribed fires.
- Conducting firing operations as trainee or qualified FIRB.
- Utilizing drip torches and other ignition devices to blackline prescribed fire units.
- Communication with burn boss and adjoining forces to accomplish prescribed fire objectives.
- Holding prescribed fire containment lines.
- Securing and mop up of prescribed fire containment lines.
- Patrolling of prescribed fire containment lines.
- Gridding outside of prescribed fire containment lines to look for spot fires.
- Taking control action on spot fires outside of containment lines.
- Serve as off-site contingency resource for any prescribed fire project at half rate as displayed in Financial plan.
- Rapid Extraction Module (REM Team) and/or ambulances to serve as emergency medical support for prescribed fires.
- Type 1, Type 3, or Type 6 Engines to assist in any of the above holding, securing, mop-up or containment listed above.

2. SFFD would be utilized for fuels treatments and prescribed fire preparation on any district of the Santa Fe National Forest. Examples of this type of work include but are not limited to the following:

- Fuel break construction that includes thinning and limbing small diameter trees near a prescribed fire containment line to a project specific distance.
- Removing existing dead/down fuel and activity generated fuel away from containment line to a specified distance.

- Fuel break construction may also include use of a chipper to dispose of activity generated fuel when conditions allow.
- Fire line construction with hand tools between 2-3 feet in width down to bare mineral soil.
- Thinning and piling of small diameter material, typically <9" diameter at breast height, in defined areas that help the facilitation of prescribed fire.

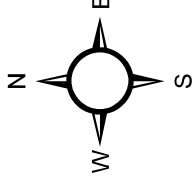
Funds allocated in this agreement are intended to cover SFFD costs for fuels crews, prescribed fire crews, engines, REM teams, equipment expenses, overtime expenses, field per diem costs for Rx crews that require overnight stays, and supply costs for chainsaw use (fuel, bar oil, 2 cycle mix, bars, chain etc.). Please see attached financial plan for breakdown of costs. Total funding for this agreement is \$100,000.00, job code **NFHF1022**.

Exhibit C:

Santa Fe National Forest Project Map

District Project Areas

- D1 Coyote RD
- D2 Cuba RD
- D3 Jemez RD
- D5 Pecos/Las Vegas RD
- D6 Espanola RD



60 Miles

30

15

0

Miles

