City of Santa Fe

AGENDA

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
JUNE 02, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Quality of Life Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers. The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Approval of the May 19, 2021 Quality of Life Committee Meeting Minutes.

6. **ACTION ITEMS: CONSENT**

   a. Request for Approval of the Modification to Grant #1 and #002 to contract 17-0519 to redistribute funding levels within the previously approved cost elements in the financial plan, and extend the expiration date from June 15, 2021 to June 15, 2022. (Porfirio Chavarria, Wildland Urban Interface Specialist: pnchavarria@santafenm.gov: 955-3119)

   Committee Review:

Quality of Life Committee: 06/02//2021
Public Works and Utilities Committee: 06/07/2021
Governing Body: 06/09/2021

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Establishing an Operation Plan for Bicentennial Pool for the 2021 Season. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622; Gino Rinaldi, Acting Recreation Division Director: earinaldi@santafenm.gov, 955-4710)

Committee Review:
Introduced: 05/12/21
Public Works and Utilities Department: 05/24/21
Governing Body: 06/9/21

c. CONSIDERATION OF RESOLUTION NO. 2020-__. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions June 10, 2021 to July 10, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshall: gggriego@santafenm.gov, 955-3310)

Committee Review:
Introduction: 05/26/21
Quality of Life Committee: 06/02/21
Governing Body: 06/09/21

d. CONSIDERATION OF RESOLUTION NO. 2020-__. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal)
A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions July 11, 2021 to August 10, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshall: gggriego@santafenm.gov, 955-3310)

Committee Review:
Introduction: 05/26/21
Quality of Life Committee: 06/02/21
Governing Body: 06/09/21

e. Request for Approval of Volunteer Station Agreement with the Boys and Girls Club of Santa Fe, No Financial Responsibility, for the Foster Grandparent Program; Boys and Girls Club of Santa Fe. (Anya Alarid, Volunteer Program Manager: aalarid@santafenm.gov, 505-955-4744).

Committee Review:
Quality of Life Committee: 06/02/2021
Finance Committee: 06/21/2021
Governing Body: 06/30/2021

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Cassutt)
A Resolution Notifying the County clerk of the County of Santa Fe That the Regular Local Election to be Held on November 2, 2021, Shall Include Elections for One City Councilor From Each Council District and the Mayor for the City of Santa Fe. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Quality of Life Committee: 06/02/21
Public Works and Utilities Committee: 06/07/2021
Governing Body: 06/09/21

7. **PRESENTATIONS**

a. The Santa Fe Public Library Update. (Maria Sanchez-Tucker, Library Division Director: metucker@santafenm.gov, 505-955-6788; Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603)

b. Growth Management Planning. (Eli Isaacson, Land Use Director: esisaacson@santafenm.gov, 505-490-3620)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, June 16, 2021**

12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

MINUTES

REGULAR MEETING OF THE QUALITY OF LIFE COMMITTEE
MAY 19, 2021
5:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Start Time: 5:01 PM

2. ROLL CALL

Members Present:

Councilor Jamie Cassutt
Councilor Michael Garcia
Councilor Chris Rivera
Councilor Renee Villarreal
Councilor Carol Romero-Wirth

Members Excused:

Others Attending:

Jennifer Faubion, Council Liaison
Kyra Ochoa, Community Services Department Director
Andrew Padilla, Chief of Police
Elizabeth Peterson, Attendee
Rich Brown, Attendee
Gino Rinaldi, Attendee

Melissa Bustos was also in attendance.

3. APPROVAL OF AGENDA

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the consent agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Approval of the May 5, 2021 Quality of Life Committee Meeting Minutes.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

b. Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to Increase Safety Net Services for Virtual Suicide Prevention Services and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

c. Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

d. Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to Add Safety Net Services of Grief Support Groups for Youth and Decrease Number of Youth Served by Navigation

Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

e. Submit for Review US Department of Justice, Office of Justice Programs, Certifications and Assurances by the Chief Executive of the Applicant Government. (Andrew Padilla, Chief of Police Department: aapadilla@santafenm.gov, 505-955-5102) **Committee Review:**
Quality of Life Committee: 05/19/2021
Finance Committee: 06/01/2021
Governing Body: 06/09/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Cassutt, Councilor Garcia, Councilor Rivera, Councilor Villarreal, Councilor Romero-Wirth

Against: None

Abstain: None

7. **PRESENTATION**

   a. Youth Update (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov, 505-955-6603)

      Melissa Bustos and Gino Rinaldi from Youth Sevices were also in attendance to present on this item.

   b. Federal ARP Funds (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603; and Rich Brown, Community Development Director: rdbrown@santafenm.gov, 505-955-6625)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Wednesday, June 2, 2021**

12. **ADJOURN**

End Time: 6:31 PM

Jennifer Fawcett

Liaison

Chair

City of Santa Fe, New Mexico
Memorandum

DATE: May 11, 2020

TO: Governing Body 05/26/2021
Finance Committee 05/17/2021
Quality of Life Committee 05/19/2021

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Paul Babcock, Fire Chief

Paul Babcock (May 12, 2021 07:35 PDT)

FROM: Nathan Miller, Wildland Superintendent
Porfirio Chavarria, Wildland Urban Interface Specialist

ITEM AND ISSUE:
Review and approve the Modification to Grant # 1 and #002 to contract 17-0519 to redistribute funding levels within the previously approved cost elements in the financial plan, and extend the expiration date from June 15, 2021 to June 15, 2022. (Porfirio Chavarria, pnchavarria@santafenm.gov, 505.955.3119)

BACKGROUND AND SUMMARY:

Challenge Cost-Share Agreement 17-0519 (Munis Contract #3202710), agreed upon by the City of Santa Fe (City) and the USDA, Forest Service, Santa Fe National Forest (U.S. Forest Service) in the amount of was fully executed on June 16th, 2017 where upon the City would implement wildfire public education and awareness, environmental analysis, and a volunteer neighborhood ambassador program across the Greater Santa Fe Fireshed. The agreement's total project value is $523,384.32. The City contributing 178,684.32 in-kind with the Forest Service providing $315,000.00 in cash and $29,700 in-kind to the City of Santa Fe Fire Department.

Delays occurred during the contract term due to a variety of circumstances with the Covid-19 pandemic being the primary cause. A need to extend the agreement term and redistribute funding levels within the existing agreed to financial plan due to the delays.

PROCUREMENT METHOD:
Challenge Cost-Share Agreement between the City of Santa Fe Fire Department and the USDA Forest Service, Santa Fe National Forest

CONTRACT NUMBER:
Munis Contract # 3202710

FUNDING SOURCE:
Fund Name/Number: Wildland Urban Interface/Fund 222
Munis Org Name/Number: Fire-Wildland Grants/2220173

ACTION REQUESTED:
Fire Department respectfully requests your review and approval extending the challenge cost-share agreement and redistributing funding levels within the existing agreed to financial plan.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202710**

Contractor: **USDA Forest Service, Santa Fe National Forest**

Description: **Greater Santa Fe Fireshed Projects**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **06/16/2017** Term End Date: **06/15/2021**

☑ Approved by Council Date: **June 14, 2017**

Contract / Lease: **Challenge Cost-Share Agreement implement projects in the Greater Santa Fe Fireshed**

Amendment # **1 and 002** to the Original Contract / Lease # **17-0519**

Increase/(Decrease) Amount $ **N/A**

Extend Termination Date to: **June 15, 2022**

☐ Approved by Council Date:

Amendment is for: **The extension and redistribution of funds in the previously approved cost elements**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Contract approved by Council on 06/14/2017. Original agreement packet attached with identified cost elements.

3. Procurement History: **Challenge Cost-share Agreement in its fourth year**

Fran Dunaway (May 13, 2021 09:40 MDT) May 13, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **redistributed funds within cost elements included in attachments**

4. Funding Source: **2220173.490515** Org / Object: **2220173**

Andy Hopkins (May 13, 2021 09:26 MDT) May 13, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Porfirio Chavarria** Phone # **505.955.3119**

Email: **pnchavarria@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: USDA Forest Service, Santa Fe National Forest

Procurement Title: Greater Santa Fe Fireshed Projects

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *Challenge Cost-Share Agreement*

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Fire Department Staff Name Porfirio Chavarria

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
☐	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
☐	☐	BAR
☐	☐	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
☐	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Porfirio Chavarria | Wildland Urban Interface Spcialist | 05/11/2021

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway

Fran Dunaway (May 13, 2021 09:40 MDT)

Chief Procurement Officer | May 13, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico

memo

Date: **May 11, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: Porfirio Chavarria, Wildland Urban Interface Specialist

Subject: **Exemption Determination Request 13-1-98 A**

The Fire Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between USDA Forest Service, Santa Fe, National Forest and City of Santa Fe Fire Department.

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $315,000.00

Term: June 15, 2022

Approved Exemption

Fran Dunaway

Fran Dunaway (May 13, 2021 09:40 MDT)

Fran Dunaway, Chief Procurement Officer

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
17-CS-11031000-006		1

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Southwestern Region, Regional Office Grants & Agreeements 333 Broadway Boulevard SE Albuquerque, NM 87102	Santa Fe National Forest 11 Forest Lane Santa Fe, NM 87508
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87504-1904	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☐	CHANGE IN FUNDING:
☐	ADMINISTRATIVE CHANGES:
☒	OTHER (Specify type of modification): Re-distrubution of funding levels within previously approved Cost Elements in the Financial Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

☒	Revised Scope of Work
☒	Revised Financial Plan
☐	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
See attached (Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print):		11.F. NAME (type or print): JAMES MELONAS	
11.G. TITLE (type or print):		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**	12.B. DATE SIGNED
MARK COONRAD Digitally signed by MARK COONRAD Date: 2020.03.24 07:43:32 -08'00' U.S. Forest Service Grants & Agreements Specialist	

Statement of Work

The City of Santa Fe shall:

1) Perform in accordance with the attached financial plan.
2) Coordinate with the U.S. Forest Service at all phases in the completion of the project.
3) Provide project management support, up to 40 percent of an FTE for up to a year spent over the project lifetime. The City's project manager will work directly with Forest Service and contractors. Duties include, but are not limited to, coordinating meeting schedules, taking meeting notes, supervising the work of contractors, tracking and following work plan timelines.
4) Hire a contractor who will coordinate environmental analysis across approximately 51,000 acres on the Santa Fe National Forest in compliance with the USDA Forest Service's regulations for implementing the National Environmental Policy Act (NEPA). The City will ensure the following is completed:
    a. Coordinate directly with the Española and Pecos/Las Vegas Ranger Districts, Santa Fe National Forest Supervisor's Office, and the Greater Santa Fe Fireshed Coalition in the development of the request for proposal and throughout the NEPA process.
    b. The contractor will utilize the NEPA workflow model developed by the USDA Forest Service and the City of Santa Fe Fire Department. *See Appendix A for Santa Fe NF Standard NEPA Specs for contractors.*
    c. The contractor will conduct appropriate level of public engagement/scoping as proposed actions are identified.
    d. The contractor will maintain and index the project record.
    e. The contractor will complete a detailed project work plan and track progress on specific tasks on a schedule that is provided to the Santa Fe National Forest.
    f. The contractor will supplement Forest reports/analysis for archeology, wildlife, hydrology, vegetation management and other resource areas as necessary to support decision-making.
    g. The contractor will document appropriate environmental analysis to support decision(s) based on compiled studies/reports and public involvement.

5) Develop a community education and outreach campaign for the Santa Fe Fireshed.
    a. Develop and deliver an education campaign for wildland urban interface residents that promotes resilient landscapes, fire adapted communities and safe effective wildfire response to adults and youth. The education program will be delivered to a minimum of 3500 Santa Fe residents via mailings, public events, seminars, field trips, and meetings.
    b. Create promotional and educational material that can be distributed at public and community education events. Will produce at a minimum the following products: rack cards, posters, public transportation media, and pamphlets.
    c. Print promotional and educational material: The following (minimum) products will be produced:
        i. 3,000 rack cards
        ii. 2500 posters and/or pamphlets

d. Develop graphics and language to be used on materials including but not limited to rack cards, booklets, handouts, information kiosks, monitoring camera stands, billboards, and public transportation signage.
e. Implement a volunteer neighborhood ambassador program to engage and empower citizens to take action in reducing or mitigating risk from wildfire.
    i. A program coordinator connects Ambassadors to Santa Fe Fireshed resources, listens to, problem solves, promotes successes, recognizes and solves conflicts, and ensures neighborhood ambassadors are connecting with other ambassadors through meetings, phone calls, emails, and field visits.

6) Professional facilitation for the Greater Santa Fe Fireshed Coalition
    a. Provide planning, facilitation, meeting management, and documentation for public meetings hosted by the Santa Fe National Forest as part of the public involvement process for new proposed projects in the Fireshed.
    b. May also facilitate internal and working group meetings for the Greater Santa Fe Fireshed Coalition.

City of Santa Fe:

_____
Alan Webber, Mayor

Date:_____

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Apr 28, 2021 13:42 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: A

USFS Agreement No.: **17-CS-11031000-006** Mod. No.: 1

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$28,150.00	$58,500.00	$67,624.00	$60,000.00	$214,274.00
Travel	$1,550.00	$0.00	$0.00	$0.00	$1,550.00
Equipment	$0.00	$0.00	$560.32	$0.00	$560.32
Supplies/Materials	$0.00	$173.47	$50,500.00	$0.00	$50,673.47
Printing	$0.00	$7,204.00	$0.00	$0.00	$7,204.00
Other	$0.00	$249,122.53	$0.00	$0.00	$249,122.53
Other					$0.00
Subtotal	$29,700.00	$315,000.00	$118,684.32	$60,000.00	$523,384.32
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$0.00				$0.00
Total	$29,700.00	$315,000.00	$118,684.32	$60,000.00	
Total Project Value:					$523,384.32

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 65.86%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 34.14%
Total (f+g) = (h)	(h) 100.00%

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Employees	Cost/Day	# of Days		Total
Archaeologist	1	$280.00	5.00		$1,400.00
Fireshed Coordinator	1	$250.00	100.00		$25,000.00
Wildlife biologist	1	$350.00	5.00		$1,750.00
Total Salaries/Labor					**$28,150.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Vehicle	Archaeologis	$50.00	3.00		$150.00
Vehicle	Biologist	$50.00	3.00		$150.00
Vehicle	Coordinator	$50.00	25.00		$1,250.00
Total Travel					**$1,550.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
Total Equipment					**$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
Total Supplies/Materials				**$0.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
Total Other					**$0.00**

Subtotal Direct Costs	$29,700.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$29,700.00			$0.00
Total FS Overhead Costs				**$0.00**

TOTAL COST	**$29,700.00**

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
WUI specialist		$234.00	250.00		$58,500.00
Total Salaries/Labor					**$58,500.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
Total Travel					**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Total Equipment					**$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
General office supplies (pens, pencils, index cards, etc)				$173.47
Total Supplies/Materials				**$173.47**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
Rack cards		3000	1.16		3480
Poster, pamphelets		1862.00	$2.00		$3,724.00
Total Printing					**$7,204.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
NEPA Coordinator		1.00	$147,465.65		$147,465.65
Education/Outreach		1.00	$68,380.54		$68,380.54
Facilitation		1.00	$26,000.00		$26,000.00
Advertising		$1.00	7276.34		$7,276.34
Total Other					**$249,122.53**

Subtotal Direct Costs	$315,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$315,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$315,000.00**

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
SFFD - WUI Specialist		$232.00	157.00		$36,424.00
WUI Technician		$150.00	208.00		$31,200.00
Total Salaries/Labor					**$67,624.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
Total Travel					**$0.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Santa Fe - Durango					$0.00
Per diem (GSA rate)	1.00	$64.00	2.00		$128.00
Lodging (GSA rate)	1.00	$152.00	1.00		$152.00
City Vehicle	1.00	$49.00	2.00		$98.00
Mileage	1.00	$182.32	1.00		$182.32
Total Equipment					**$560.32**

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
House USFS Fire Engine				
Per Year		4.00	$10,000.00	$40,000.00
Outreach program		1.00	$10,500.00	$10,500.00
Total Supplies/Materials				**$50,500.00**

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					$0.00
Total Other					**$0.00**

Subtotal Direct Costs	$118,684.32

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$118,684.32			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$118,684.32**

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Hour	# of Hours		Total
Volunteers: Wildfire Ambassadors & Public participants		$24.00	2500.00		$60,000.00
					$0.00
Total Salaries/Labor					**$60,000.00**

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
Total Travel					**$0.00**

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					$0.00
Total Equipment					**$0.00**

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

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

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
Total Other					**$0.00**

Subtotal Direct Costs	$60,000.00
TOTAL COST	**$60,000.00**

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
17CS11031000-006		002

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Espanola Ranger District 18537 US 84/285, Suite B Espanola, NM 87532	Espanola Ranger District 18537 US 84/285, Suite B Espanola, NM 87532
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): The City of Santa Fe P.O. Box 909 Santa Fe, NM 87504	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☒	CHANGE IN PERFORMANCE PERIOD: Extend expiration from 6/15/2021 to 06/15/2022
☐	CHANGE IN FUNDING:
☒	ADMINISTRATIVE CHANGES: New PM is Jon Boe. Hannah leaving FS as of May 7th 2021
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☐	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. The City of Santa Fe SIGNATURE See attached (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print): JAMES MELONAS	
11.G. TITLE (type or print):		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. **The authority and format of this modification have been reviewed and approved for signature by:**	12.B. DATE SIGNED
TAMMI BANKS Digitally signed by TAMMI BANKS Date: 2021.04.29 11:23:17 -07'00' TAMMI A. BANKS U.S. Forest Service Grants & Agreements Specialist	

USDA Forest Service

OMB 0596-0217
FS-1500-19

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 30 minutes 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.

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 part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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 (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

City of Santa Fe:

_____

Alan Webber, Mayor

Attest:

_____

Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez

Marcos Martinez Apr 22, 2021 13:36 MDT

_____

Senior Assistant City Attorney

Approved for Finances:

_____

Mary McCoy, Finance Director

USDA Forest Service

OMB 0596-0217
FS-1500-19

INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the orginal U.S. Forest Service agreement number.

2. Enter the cooperator's agreement number, if applicable.

3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').

4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.

5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.

6. Enter the cooperator's address.

7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)

8. Select all boxes that apply:

   - Change in Performance = updated performance period agreed to.
   - Change in Funding = obligation OR de-obligation amount and new totals.
   - Administrative = change in pay address, administrator address, correcting typing errors, etc.
   - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.

9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.

10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.

11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.

12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 06/05/17
FOR CITY COUNCIL MEETING OF 06/14/17

ISSUE:

14. Request for Approval of the Challenge Cost Share Agreement and Budget Adjustment in the Amount of $315,000, Total Project Value of $523,384.32 - Implement Planning, Education, and Outreach Projects in the Santa Fe Fire Shed Area; USDA Forest Service Santa Fe National Forest. (Porfirio Chavarria)

FINANCE COMMITTEE ACTION:

Approved as consent item.

FUNDING SOURCE: 22237

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLARREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-17

City of Santa Fe, New Mexico

memo

DATE: May 30, 2017
TO: **Finance Committee**

VIA: Erik Litzenberg, Fire Chief
VIA: Greg Gallegos, Wildland Superintendent GG

FROM:
Porfirio Chavarria, Wildland Urban Interface Specialist

SUBJECT:

Background:

The City Council approved resolution 2016-12 **Designating the Santa Fe Fire Shed Area as an Area that is Critical to the Health and Safety of the Citizens of Santa Fe and a Priority in Reducing the Ecological and Economic Hazards Posed by Wildfires; Including the Greater Santa Fe Fire Shed in the 25-year Sustainable Santa Fe Plan; and Directing Staff to Identify Funding Sources to Develop Projects.**

Item and Issue:

The USDA, Forest Service Santa Fe National Forest proposes a four year Challenge Cost Share Agreement to document the cooperation with the City of Santa Fe to provide a means to support the protection of Santa Fe and the Greater Santa Fe Fireshed Area on lands administered by the U.S. Forest Service and the City of Santa Fe. In summary, the agreement is to coordinate National Environmental Protection Act (NEPA) analysis on 5,000 acres, develop and implement a community education and outreach campaign for the Santa Fe Fireshed, and provide project management support. The agreement's total project value is $523,384.32; with the Forest Service providing $315,000.00 in cash to the City of Santa Fe Fire Department.

Action Requested:

Review and approve the Challenge Cost Share Agreement between the City of Santa Fe and the USDA, Forest Service Santa Fe National Forest. Review and approve the attached Budget Adjustment Request (BAR) Form to Business Unit 22237.

FS Agreement No. 17-CS-11031000-006

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
CITY OF SANTA FE
And The
USDA, FOREST SERVICE
SANTA FE NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the City of Santa Fe, hereinafter referred to as "the City," and the USDA, Forest Service, Santa Fe National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154

Background: Like many cities throughout the western United States, The City of Santa Fe and nearby communities are dependent upon forest health and protection from catastrophic wildfire. This agreement acknowledges goals and recommendations described in the Santa Fe Municipal Watershed Plan (WP **2013**) and the Greater Santa Fe Fireshed Coalition efforts, plans and concepts that are jointly developed among the U.S. Forest Service, the City of Santa Fe, Forest Stewards Guild, Tesuque Pueblo, New Mexico State Forestry and other stakeholders.

The Watershed Plan (WP) provides a framework and funding mechanism for the needed long-term stewardship of the Watershed. The WP provides recommendations for vegetation management, water resource management, public education/outreach, and funding for the work. It has served as a national model for funding forest restoration activities using the Payment for Ecosystem Services concepts to protect against future threats, particularly of catastrophic fire, to the municipal water supply. This model is being extended into the Greater Santa Fe Fireshed where a Coalition is using forest health and hazardous fuel treatment strategies to further protect nearby communities within the Greater Fireshed Area. The GSFF has agreed this landscape is at high risk for a devastating high-intensity wildfire and from subsequent post-wildfire flooding. In order to change conditions, the group agreed on taking steps to find the 5,000 acres of lands within the 107,000 acres where values are at highest risk and where action would provide the greatest benefit to reducing that risk. This agreement furthers the goals of the Fireshed coalition by providing partners with the means to engage the community during the planning of projects in the Fireshed area. The agreement also provides for a greater capacity for planning (NEPA) than is otherwise available.

Title: Greater Santa Fe Fireshed Projects

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide a means to support the protection of Santa Fe and surrounding communities that comprise the Greater Fireshed Area, on lands administered by the U.S. Forest Service and the City of Santa Fe.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the City recognize that a large portion of Santa Fe's water supply is dependent upon forest health and protection from catastrophic wildfire. The USFS and City also recognize that other communities within the Greater Santa Fe Fireshed need priority on-the-ground projects to make these communities and surrounding forests more resilient to wildfire while maintaining and restoring resilient landscapes. With a common vision the U.S. Forest Service and the City can most effectively marshal resources to support long-term management to provide for the healthier landscapes within the Greater Santa Fe Fireshed

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

III. THE CITY SHALL:

A. LEGAL AUTHORITY. The City 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 nonfederal share of project costs, when applicable.

B. Perform in accordance with the Statement of Work, the Financial Plan, and Project Area Map incorporated into this document as Attachments A, B & C respectively.

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed **$315,000.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the City's quarterly invoice. Each invoice from the City must display the total project costs for the billing period, separated by U.S. Forest Service and the City 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 the City's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. The City name, address, and telephone number.
2. 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 Forest Service and The City 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 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 shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

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: Jon Boe
1710 Riverside Dr.
Espanola, NM 87533
505-753-7331
Email: jboe@fs.fed.us

B. Perform in accordance with the Statement of Work, the Financial Plan, and Project Area Map incorporated into this document as Attachments A, B & C respectively.

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 Program Contact	Cooperator Administrative Contact
Name: Porfirio Chavarria Address: P.O. Box 909 City, State, Zip: Santa Fe, NM 87504 Telephone: 505-955-3119 FAX: 505-955-3115 Email: pnchavarria@ci.santa-fe.nm.us	Name: Shirley Coca-Barela Address: P.O. Box 909 City, State, Zip: Santa Fe, NM 87504 Telephone: 505-955-6170 FAX: 505-955-6544 Email: sicoca-barela@ci.santa-fe.nm.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Sanford Hurlocker, District Ranger Address: 1710 Riverside Dr. City, State, Zip: Espanola, NM 87533 Telephone: 505-753-7331 FAX: 505-753-9411 Email: shurlocker@fs.fed.us	Name: Kileen Mitchell, Grants Management Specialist Address: 11 Forest Lane City, State, Zip: Santa Fe, NM 87508 Telephone: 575-758-6296 FAX: 575-758-6213 Email: kileenbmitchell@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City 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 the City, 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 the City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of the City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.

E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City 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, Santa Fe National Forest, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service the City will notify the The City when permission is granted.

F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The City agree(s) that any of their 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 the City hereby willingly agree(s) to assume these responsibilities.

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

G. MEMBERS OF U.S. 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. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

I. ELIGIBLE WORKERS. The City 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). The City 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). the City 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

The City 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

The City 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

The City shall maintain effective control over and accountability for all U.S. Forest Service funds. The City 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 award/agreement and used solely for authorized purposes.

4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, 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 **$315,000.00** dollars are currently available for performance of this agreement through June 15, 2021. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment

above this amount until The City receives notice of availability confirmed in a written modification by the Forest Service.

M. OVERPAYMENT. Any funds paid to the City 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 the City 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 the City.
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.

N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 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 the City.

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.

O. 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. Where 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.

The City shall submit semi-annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with the City's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City 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. The City 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.

Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to 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 (2009 Farm Bill).

R. 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.

S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City 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 include a statement substantially as follows:

"Santa Fe National Forest of the U. S. Forest Service, Department of Agriculture"

The City may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the City's purchase of Equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year.

U. PROPERTY IMPROVEMENTS. Improvements placed 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 the City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The City must maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

W. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

X. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Y. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City 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 alleging 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."

Z. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the City 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 the City 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 the City'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.

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

1. When the U.S. Forest Service and the City 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 The City 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 does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, the City 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 the City for the United States Federal share of the non-cancelable obligations properly incurred by the City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

BB. 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.

CC. DEBARMENT AND SUSPENSION. The City 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 the City 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.

DD. COPYRIGHTING. The City 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 must 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:

- The copyright in any work developed by the City under this agreement.
- Any right of copyright to which the City purchase(s) ownership with any Federal contributions.

EE. 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.

FF. PUBLICATION SALE. The City 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.

GG. 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.

HH. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature. The project start date is June 15, 2017 and is effective through June 15, 2021, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

II. 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.

JAVIER GONZALES, Mayor Date
City of Santa Fe

Attest:

YOLANDA Y. VIGIL, City Clerk Date:
City of Santa Fe

Approved as to form:

5/30/17

KELLEY A. BRENNAN, Attorney Date
City of Santa Fe

Approved:

ADAM K. JOHNSON, Finance Director Date
City of Santa Fe

JAMES E. MELONAS, Forest Supervisor Date
U.S. Forest Service, Santa Fe National Forest

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

05/23/2017
KILEEN B. MITCHELL Date
U.S. Forest Service Grants Management Specialist
17-CS-11031000-006

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.

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 part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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 (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Statement of Work

The City of Santa Fe shall:

1. Perform in accordance with the attached financial plan.

2. Coordinate with the U.S. Forest Service at all phases in the completion of the project.

3. Provide project management support, up to 40 percent of an FTE for up to a year spent over the project lifetime. The City's project manager will work directly with Forest Service and contractors. Duties include, but are not limited to, coordinating meeting schedules, taking meeting notes, supervising the work of contractors, tracking and following work plan timelines.

4. Coordinate NEPA analysis on five thousand (5,000) acres of U.S. Forest Service land that lies within the Greater Santa Fe Fireshed. The City will ensure the following is completed:
    a) Utilize the NEPA workflow model developed by the U.S. Forest Service and the City of Santa Fe Fire Department. *See Appendix A for Santa Fe NF Standard NEPA Specs for contractors.*
    b) Coordinate with the Espanola and Pecos/Las Vegas Ranger Districts, Santa Fe National Forest Supervisors Office, and the Greater Santa Fe Fireshed Coalition in the development of the RFP and throughout the NEPA process.
    c) Conduct appropriate level of public engagement/scoping as proposed actions are identified.
    d) Supplement Forest Service reports/analysis for archeology and wildlife as necessary to support the decision making (e.g. stand exams, hydrology, other)
    e) Document appropriate analysis (CE, EA, EIS) to support decision(s) based on compiled studies/reports, and public involvement.

5. Implement a volunteer neighborhood ambassador program to engage and empower citizens to take action in reducing or mitigating risk from wildflire.
    a) A program coordinator connects Ambassadors to Santa Fe Fireshed resources, listens to, problem solves, promotes successes, recognize and solves conflicts, and ensures neighborhood ambassadors are connecting with other ambassadors through meetings, phone calls, emails, and field visits.
    b) An anticipated minimum ten Ambassadors with additional volunteers involved in specific events
    c) Ambassadors will meet at a minimum six times a year

6. Manage the Santa Fe Website, Email and Social Media products. Maintain and update the website with partner profiles, resources, news and events. Create partner profiles on the Fireshed website, Manage email and social media account communications (Facebook, Twitter, Instagram, etc.)

7. Develop a community education and outreach campaign for the Santa Fe Fireshed.
    a) Develop and deliver an education campaign for wildland urban interface residents that promotes resilient landscapes, fire adapted communities and safe and effective wildfire response to adults and youth. The education program will be delivered to a minimum of 3500 Santa Fe residents via mailings, public events, seminars, field trips, and meetings.
    b) Create promotional and educational material that can be distributed at public and community education events. Will produce at a minimum the following products: rack cards, posters, public transportation media, pamphlets, and an 8-page booklet.
    c) Print promotional and educational material. The following (minimum) products will be produced:
        i. 6500 rack cards
        ii. 5000 8-page booklets
        iii. 2000 Posters
        iv. 3000 Pamphlets
    d) Develop graphics and language to be used on materials including but not limited to rack cards, booklets, handouts, information kiosks, monitoring camera stands, billboards, and public transportation signage.

8. *Sustaining Environmental Capital Initiative*
    a) Develop two additional ecosystem service models for the fireshed and conduct scenario analysis of alternative management strategies
    b) Analyze survey response data of residents and business owners conducted by the City of Santa Fe to identify community priorities related to desired future landscape conditions
    c) Produce a report on the analysis, including full descriptive statistics, illustrative figures, key findings, and develop metrics that can be used to enhance the ecosystem services modeling and scenario analysis efforts.
    d) Use the models (a) and survey results (b) to perform a multi-criteria decision analysis to develop management strategies that will lead to locally defined desired outcomes for ecosystem function and landscape condition.
    e) A minimum of two in-person presentations to stakeholders (e.g., local officials, HOA representatives, or new Ambassadors): one at the beginning of the project, to explain the process and encourage local participation and buy-in, and one at the end, to present key findings.
    f) A minimum of three "infographics" illustrating the results of specific questions or data points.

9. Manage the advertising campaign for the Santa Fe Fireshed. Produce press releases for education and outreach initiatives across multiple advertising platforms including, but not limited to, print, multimedia, billboards, public transportation, and radio.

10. Solicit and award all contracts required to complete the project outcomes listed herein according to City of Santa Fe procurement policies and procedures.

The U.S. Forest Service shall:

1. Perform in accordance with the attached financial plan.

2. Coordinate with the U.S. Forest Service at all phases in the completion of the project.

3. Coordinate with the City of Santa Fe in the NEPA analysis on five thousand (5,000) acres of U.S. Forest Service land that lies within the Greater Santa Fe Fireshed.

4. Provide the City of Santa Fe and its contractors access to Forest Service land as needed to complete this project.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: B

USFS Agreement No.: 17-CS-11031000-006
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS Direct Costs	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Salaries/Labor	$28,150.00	$58,500.00	$67,624.00	$60,000.00	$214,274.00
Travel	$1,550.00	$1,120.64	$560.32	$0.00	$3,230.96
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$4,339.36	$0.00	$0.00	$4,339.36
Printing	$0.00	$36,040.00	$0.00	$0.00	$36,040.00
Other	$0.00	$215,000.00	$50,500.00	$0.00	$265,500.00
Other					$0.00
Subtotal	$29,700.00	$315,000.00	$118,684.32	$60,000.00	$523,384.32
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$0.00				$0.00
Total	$29,700.00	$315,000.00	$118,684.32	$60,000.00	
Total Project Value:					$523,384.32

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 65.86%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 34.14%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Archaeologist		$280.00	5.00		$1,400.00
Wildlife Biologist		$350.00	5.00		$1,750.00
Fireshed Coordinator		$250.00	100.00		$25,000.00
Total Salaries/Labor					**$28,150.00**
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Vehicle	Archaeoligist	$50.00	3.00		$150.00
Vehicle	Biologist	$50.00	3.00		$150.00
Vehicle	Coordinator	$50.00	25.00		$1,250.00
Total Travel					**$1,550.00**
Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
					$0.00
					$0.00
Total Supplies/Materials					**$0.00**
Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Total Printing					**$0.00**
Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
Total Other					**$0.00**
TOTAL COST		**$29,700.00**			

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

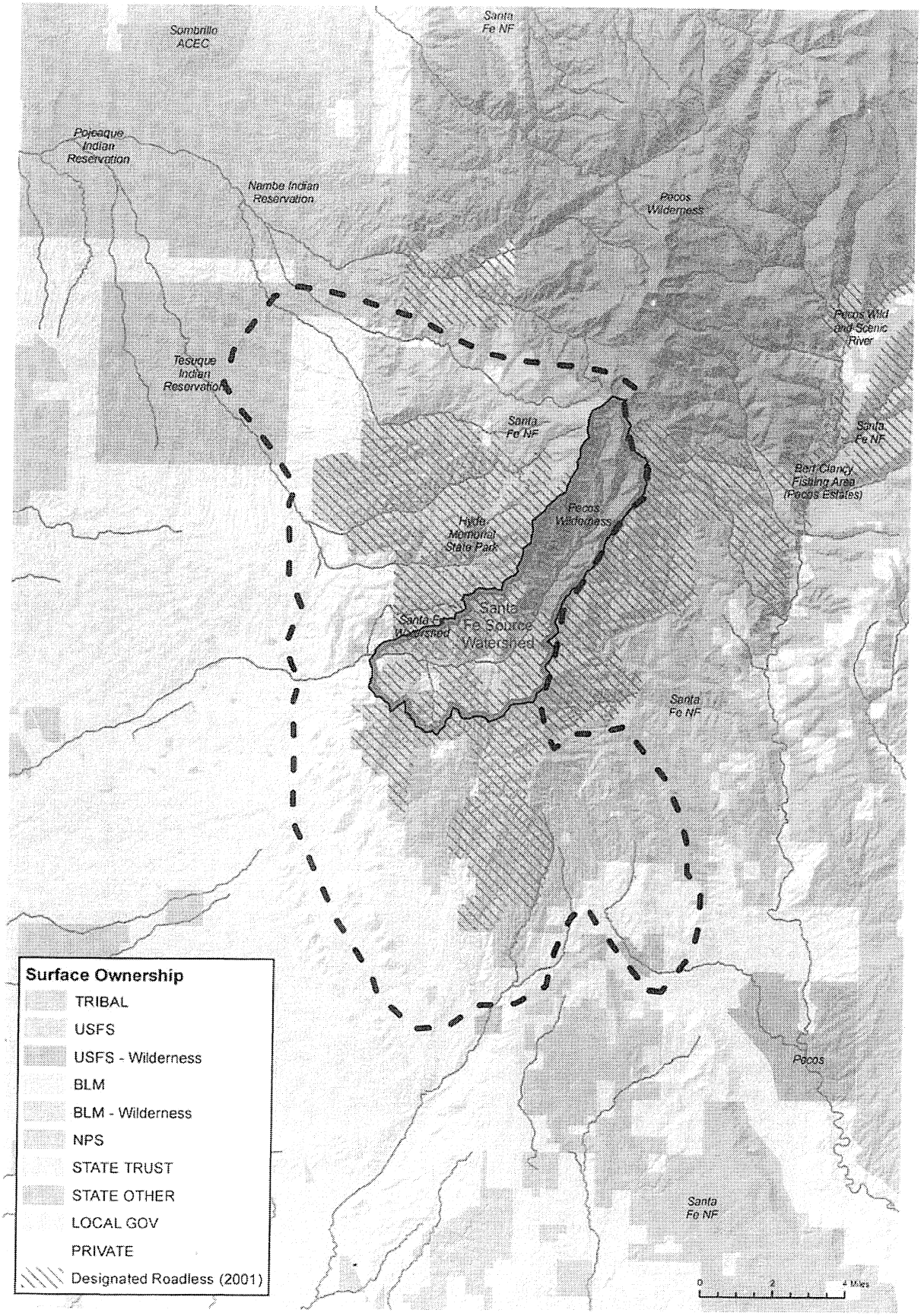
Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
SFFD - WUI Specialist, Project Coordinat		$234.00	250.00		$58,500.00
Total Salaries/Labor					**$58,500.00**
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Santa Fe - Durango					
Per Diem (GSA rate)	1	$64.00	4.00		$256.00
Lodging (GSA rate)	1	$152.00	2.00		$304.00
City Vehicle	1	$49.00	4.00		$196.00
Mileage	424	$0.43	2.00		$364.64
Total Travel					**$1,120.64**
Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
photo monitoring stands		50.00	$75.00		$3,750.00
office supplies (pens, pencils, index cards, etc.)			$189.36		$189.36
panel trade show displays		2.00	$200.00		$400.00
Total Supplies/Materials					**$4,339.36**
Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
rack cards		6500.00	$1.16		$7,540.00
posters, pamphlets		5000.00	$2.00		$10,000.00
8 page booklet		5000.00	3.70		$18,500.00
Total Printing					**$36,040.00**
Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Contractual					
NEPA Coordinator		1.00	$60,000.00		$60,000.00
NEPA Supporting Studies/Reports (stand		1.00	$20,000.00		$20,000.00
Education and Outreach		$1.00	43000.00		$43,000.00
Wildfire Ambassador Coordinator		$1.00	30000.00		$30,000.00
Social Media Communications Coordinato		$1.00	20000.00		$20,000.00
Sustaining Environmental Capital Initiativ		$1.00	30000.00		$30,000.00
Advertising		$1.00	12000.00		$12,000.00
Total Other					**$215,000.00**
TOTAL COST		**$315,000.00**			

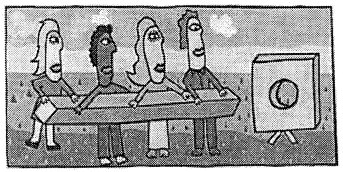
WORKSHEET FOR					
Cooperator Non-Cash Contribution Cost Analysis, Column (c)					
Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
SFFD- WUI Specialist, Program Coordina		$232.00	157.00		$36,424.00
WUI Technician		$150.00	208.00		$31,200.00
Total Salaries/Labor					**$67,624.00**
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
Santa Fe - Durango					
Per Diem (GSA rate)	1	$64.00	2.00		$128.00
Lodging (GSA rate)	1	$152.00	1.00		$152.00
City Vehicle (use)	1	$49.00	2.00		$98.00
Mileage (mileage x rate)	424	$0.43	1.00		$182.32
Total Travel					**$560.32**
Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Housing for USFS Fire Engine (per year)		4.00	$10,000.00		$40,000.00
Education and Outreach (contract)		1.00	$10,500.00		$10,500.00
Total Other					**$50,500.00**
TOTAL COST		**$118,684.32**			

WORKSHEET FOR					
Cooperator In-Kind Contribution Cost Analysis, Column (d)					
Salaries/Labor					
Standard Calculation					
Job Description		Cost/Hour	# of Hours		Total
Volunteers: Wildlife Ambassadors & Public Participants		$24.00	2500.00		$60,000.00
Total Salaries/Labor					**$60,000.00**
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
Total Travel					**$0.00**
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
TOTAL COST		**$60,000.00**			

Santa Fe Fireshed

Land Ownership





A DYNAMIC NEPA STEPS TOOL: INTRODUCTION

This tool provides an approximate list of key steps in NEPA. The purpose of the Tool is to assist NEPA team leaders, team members, and Responsible Officials in planning for and completing all the tasks inherent in a NEPA project in a timely fashion. NEPA consists of many small tasks included in larger ones. Oftentimes too little time (or none at all) is given for *preparing* for a task. For example, although the scoping period may be thirty days, it also may take 30-40 days to *prepare* for scoping. The tasks in the Tool are broken down into logical units, but users must be constantly aware that many tasks overlap. For instance, during the 30-day scoping period, the team may prepare for the next tasks, set up the project record, make contacts, etc. The tasks are not numbered sequentially because they rarely occur in a specific order, and each team's set will be different. The Tool can also be used as a simple "check" that you're not forgetting something. It's up to you to assign people to the days.

Links to various web-sites are supplied; the FSH 1909.15 link is the main one since it contains cites to the CEQ and FS NEPA regulations when applicable (40 CFR 1500-1508 and 36 CFR 220).

This version of the Tool was updated from the original in 2014 by Julie Bain (Forest NEPA Coordinator, Santa Fe National Forest) for use for another project. That version has been updated in 2017 for use as an attachment to the Santa Fe Fireshed agreement with the City of Santa Fe. The most significant change has been to remove references and processes associated with 215 appeal rule, which has been replaced by the 218 objection process. Although this change requires different processes at the tail end of a project, it does not change how a project is planned through most of the cycle.

To use this tool, just follow these simple steps:

1. **Save** a copy to your electronic project file (you should have a team file so everyone's work is in one place)
2. Determine which **tasks** apply to your project: add any tasks that aren't listed and delete those that don't apply.
3. Estimate **time** (work days) for each task. Assign people to them. Use Appendix 2 to summarize assignments.
4. Prepare **timeline** using these days. This can be done using Project Manager or other timeline program.
5. Make sure the **Responsible Official is aware** of the key points where he/she should be involved and approves them. The final version of the tool should be reviewed and approved by the Responsible Official.
6. Print double-sided **color copy (if possible)** of final version for your project for ease of use. [Color is not required to *use* TOOL]
7. **Keep tool up to date** as dates, people, priorities, etc., change. Keep Responsible Official informed of any approval changes.

STEPS TOOL begins..... p. 3

Appendix 1: Estimated/average days to complete an EIS and EA..... p. 25

Appendix 2: Work days and tasks assigned to team members..... p. 26

A DYNAMIC NEPA STEPS TOOL

TASKS or ACTIVITIES[1] FOR COMPLETING AN EA OR EIS[2]

TASK/ACTIVITY	*Estimated WORK DAYS*[3]	RESPONSIBILITY/WEB LINKS/USER NOTES
Determine P&N (purpose & need) for proposal		NEPA INTERDISCIPLINARY TEAM
The "need" for the proposal must be determined. Start with an initial proposal for action (e.g., burn 100 acres).	variable	RESPONSIBLE OFFICIAL KEY POINT[4]
Surveys, Field Visits, Inventory as needed.	variable	Preferably done prior to beginning NEPA and scoping to have info for existing conditions. Time needed varies by project from one day to many weeks.
Describe Existing Condition and Desired Condition[5] for key resources (e.g., fuels), then compute "need for change" (gap; e.g., need to reduce fuels from 100 tons to 5 tons).	variable	Document
Responsible Official approves the initial PA and P&N to start scoping.		RESPONSIBLE OFFICIAL KEY POINT The initial purpose and need statement and initial proposed action should be approved for NEPA. Document
Total days to complete	**variable**	**Dependent upon scope the action. Add time to subsequent NEPA.**

[1] Not all steps are required for every project, and every project will have a different number of days for each step performed depending on complexity.
[2] Many of the steps are used for a CE also, except for document preparation and most objections. A short section on CE's is located on page 24.
[3] Person work days listed are for an average project. Work days in **[blue brackets]** are concurrent with other days listed; they are not included in the total days computed at bottom of chart. Other concurrent work depends on team composition/size. Project complexity determines total days, not EA v. EIS. Adjust days for your own project.
[4] Responsible Official should be involved at key points and preferably sign off on any decisions so they may be put into the record. **Those required by 1950. ch. 41, etc., are noted.**
[5] Desired conditions come from the Forest Plan, or discussions that further refine the Forest Plan for you particular site.

Project NEPA and Team Identification	*18 days estimated*	NEPA INTERDISCIPLINARY TEAM[6]
Responsible Official appoints Team Leader and Team, depending on scope of project. **(FSH 1909.15, ch.12)**	1	RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, 12 Every project is unique and team composition should reflect this. For larger projects, consider a core team and consulting members depending on size and complexity of project. Team leader can be from any function, but recommend team leader not serve as team member – e.g., if team leader is a bio, get another bio to be the bio on the team.
Prepare Project Initiation Letter (PIL) Responsible Official signs	5	RESPONSIBLE OFFICIAL KEY POINT. PIL may or may not include fully developed PA at this point. Writing the PIL may be the first team assignment, but if the Responsible Official writes it the team should be involved. Initial timeline estimates in the PIL can be used for Project Timeline (below).
Develop Project Timeline. Responsible Official approves.	3	RESPONSIBLE OFFICIAL KEY POINT. This can be done in a program, such as Project Manager, or manually. It will likely change over time, but try to keep it up to date. If it veers much from the timeline set out in your PIL, inform Responsible Official of possible budgetary concerns. Use completed version of this TOOL to develop the project timeline.
Determine internal lines of communication (preferably included in the PIL).	1	Determine how Responsible Official wants to be involved in process, who will share info with SO or RO, how rest of Unit wants to be informed or involved. Set roles. If sub-staff is on team, see if staff wants to stay informed. Discourage team member changes over time.
Set up one electronic file location with team access; consider FTP site.	1	This fosters sharing of info and lessens duplication of effort; documents may be created in personal space but working docs and final docs should be filed in one file location.
Set up one arc view project and load coverages you are likely to need for analysis; if team has a GIS person available, use them for initial setup.	1	Encourage team to work from the same set of data; if data conflicts try to resolve early. And if there are data gaps, fill them early in process. Decide when team has enough and it's time to move on (don't get hung up on perfect data).
Begin mailing list; research addresses if needed; THIS IS AN ON-GOING TASK!	5	Be thinking about adjacent landowners, permittees, agencies or persons affected by or interested in the project, required list for EISs, and begin developing mailing list. Sometimes this requires a trip to County recorders office to get landowner addresses.
Set up Project Record filing and index system Update throughout project, not at end!!	1	Keep record throughout process; decide on person responsible for upkeep if not Team Leader (who is ultimately responsible). See papers on Records on R3 NEPA FSWeb. The region is developing a process for using digital electronic records; check EAP NEPA for status. Virtually all documents should be in electronic format anyway (scan if not).

[6] Note that all tasks up to the document preparation itself are the same, regardless of whether EA or EIS; scope determines level of work.

HEALTHY FOREST RESTORATION ACT	*Add extra HFRA days*	http://fsweb.wo.fs.fed.us/hfra/ http://fsweb.wo.fs.fed.us/hfra/fieldguide.shtml
Determine if project can be authorized under HFRA. Because HFRA projects have special procedures different from regular NEPA, it is best to determine if your project qualifies as an authorized HFRA project as early as possible. Scoping documents and legal notices should have information regarding HFRA procedures. The R3 HFRA/HFI website has templates. The project leader should work closely with the NEPA Coordinator in the determination of HFRA projects and in the development of the NEPA analysis and public involvement for the project.	 2	RESPONSIBLE OFFICIAL KEY POINT: the responsible official, in consultation with NEPA planning and Fire/Fuels planning staff, should decide whether HFRA is the appropriate tool to use. Collaboration, public involvement, alternative development, and pre-decisional review are different under HFRA. In addition, HFI ESA Counterpart regulations may apply. The Responsible Official may be more involved at key steps because process decisions are "law" under HFRA. The rest of the NEPA procedures are the same as described for EAs and EISs. HFRA requirements and regular NEPA requirements should be combined in project timelines. The major different steps are listed below.
HFRA Section 102: (a)(1)—(5) Authorized hazardous fuel reduction projects:	 1	Go to HFRA for location requirements. Go to *Interim Field Guide* for decision tree (see website above).
HFRA Section 103: Prioritization	1	Go to HFRA for prioritization and collaboration requirements.
HFRA Section 104(a)—(d) Consideration of Alternatives	 3	Go to HFRA for alternative requirements for different locations.
HFRA Section 104(e): Public notice and public meeting	2	Go to HFRA for notice and meeting requirements.
HFRA Section 104(g): Environmental analysis and public comment	1	Go to HFRA for opportunity for comment requirements. Go to "Frequently Asked Questions" for comment opportunity for an EA. http://fsweb.wo.fs.fed.us/hfra/faqs/index.shtml
HFRA Section 105: Special Administrative Review Process	 0	Scroll to 36 CFR 218 for the "objection" process requirements.. (Subpart A or Subpart B, depending if the project is eligible as HFRA or not.
HFRA Section 104(h): Decision document	 1	Go to HFRA for decision document requirements.

Proposed Action/Purpose and Need	*15 days estimated*	(FSH 1909.15, ch. 11.2)
Develop Proposed Action/Purpose and Need in detail: who, what, how, where, when and why. "Internal Scoping" is used to discover issues or problems that may be "fixed" before going public, or may identify resource areas that will be the focus of the analysis; these are issues, too, and may be included in document sent to public for scoping.	10	***Key IDTeam work:** - IDTeam takes general PA (from PIL) and develops into fully developed PA; some of this may have been done in Pre-NEPA process above to determine the "purpose and need." **IDTeam meets to discover "internal issues/problems/concerns" and uses them to develop PA/mitigation/etc.**; this may require some initial effects analysis to resolve internal issues before going public (additional time). We recommend a detailed, site-specific PA without any *unresolved known* internal issues. Include design features and mitigation measures that you know about. If conflict still exists after good effort, the **line officer chooses what to carry forward.**
Check consistency with Forest Plan	1	Sometimes proposed actions or alternatives will include a site-specific amendment to the plan; sometimes they resolve internal issues. This is OK and should be recognized and documented. Amendments should be included in proposed action/alternative descriptions in the scoping letter.
Determine significance of any proposed amendments.	1	Due to the continuing changes to planning rule, **consult with your Forest Planner for any and all amendments**, which rule to use, FSH/M to use, etc.
Responsible Official Approves PA/PN to go public.	1	RESPONSIBLE OFFICIAL KEY POINT:[7] FSM 1950, ch. 41 Approves all components of the PA and P&N before going public.
Add to Schedule of Proposed Action and PALS **(FSH1909.15, 06)**	1	Put in SOPA/PALS as soon as proposed action is viable; may be before official scoping begins. Contact District/ Forest NEPA coordinator for PALS information.
Determine appropriate type of NEPA document: CE, EA, or EIS. Use the NEPA document flowchart. May be done before or after scoping	1	RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.6 See FSH 1909.15 chapter 30 to see if CE is possible, or FSH 1909.15. ch. 20.2 if an EIS is normally required. Usually IDTeam determines type of document to do at this point. However, it may not be certain until scoping, or some effects analysis, has been done. An EA determines if an EIS is needed, so it's possible to stop EA and change to EIS at any time during analysis. Also you may switch from CE to EA if you suspect there may be significant effects. Responsible Official always makes final decision here.

[7] Per FSM 1950.41, the Responsible Official is the agency employee who has delegated authority to make and implement a decision on a proposed action; therefore that person is the only one who can make some management decisions, such as what comprises the final proposed action, what document type will be used, etc.

Public Involvement Prep and Scoping[8] (FSH 1909.15, ch. 11)	*54 days estimated*	**NOTE:** Scoping is performed for *all* Forest Service proposals, commensurate with scope of project. Thirty days is usually the outside limit for external scoping. There is no preferred or required method, except for NOI for EIS. Scoping is more than mailing a letter to the public; it is also an internal process for determining the scope of the project.
Develop Public Involvement Plan (PIP)	5	Use your Public Affairs Officer (PAO) for ideas; PIL might contain public to include, etc.
Consider cooperating agencies. (FSH1909.15, 11.31b) (40 CFR 1501.6)	[1-5]	Concurrent with PIP; Cooperating Agencies have very specific requirements; may require official correspondence; consult with your NEPA Coordinator early.
Create agreements needed for Cooperating Agencies, if designated.	5	If designated, include work assignments, funding arrangements, etc., in MOU, MOA, or other agreement. Include FACA requirements for non-federal entities.
Consider Tribal consultation.	[1]	Concurrent: Consult with Forest or District archaeologist to determine level of tribal consultation required. Usually create separate letter, follow up phone calls or on-site visits. Usually conducted by archaeologist. For projects of low sensitivity, some Forests do an annual consultation letter – see if this applies to your project.
Approve Public Involvement Plan	1	RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.5, and FSM 1950, ch. 41
Develop Project mailing list	[2]	Concurrent work; start with existing and adjust as necessary throughout process.
EIS: determine mandatory EIS mailings (FSH 1909.15, 23.1)	1	List is for required mailings of DEIS/FEIS upon publication. Don't wait until ready to mail DEIS to do this. Current list: http://www.fs.fed.us/emc/nepa/includes/distlist.pdf
Prepare Scoping letter or other products designed for project.	5	"Scoping" is required, but no particular method or publication type is required. For EIS only, concurrent with NOI development.
Publish Scoping notice in paper and/or forest web	1	Not required; depends on size/interest of project to area. Web pages for projects must be ADA compliant. Good idea for projects with high interest.
Prepare NOI if applicable (see below)	[10]	Counted in NOI step below.
Mail Scoping Letter/Product	5	To Project Mailing List.

[8] Collaboration is not dealt with specifically in this TOOL. If used, add additional time to Pre-NEPA, public involvement, PA development, etc. as appropriate.

External Scoping Period	30	May be concurrent with NOI for EIS; no time requirement but 30 days is common for larger projects; smaller ones may be only 15 days.
Make key contacts	[5]	Concurrent with Scoping period, cooperating agencies, Tribal, etc.
Hold public meetings, field trips, etc., identified in PIP	[2+]	None required; depends on level of interest, controversy, size, etc. of project. Determine if they would buy you anything as they are a big investment of time and money.
Adjust PIP if necessary	1	Level of response to scoping may require adjustment to future PI activities.
Notice of Intent: EIS only (FSH 1909.15, 21)	***20 days estimated***	
Write Notice of Intent (NOI) (template); see FSH 1909.15, ch. 22.3, Exhibit 01 for required FS paragraph.	10	**RESPONSIBLE OFFICIAL KEY POINT: must sign 3 copies in ink** http://www.archives.gov/federal_register/document_drafting_handbook/chapter_3.pdf – *Federal Register* formatting. NOI is usually written by team leader and signed in ink by Forest Supervisor as soon as EIS is known. Acting may sign, but no one else can "sign for." Check FR guidance.
Mail NOI to *Federal Register* for publication	10	Fed Ex/Mail 3 **original** signed copies of NOI to *Federal Register* to publish; publication takes 3-4 days after receipt to appear. You may ask for verification in transmittal letter.
Scoping Period starts with NOI for EIS	[30]	Announce scoping period in NOI; usually **concurrent** with scoping period above.

Issues Formulation FSH 1909.15, ch. 12.4	***17 days estimated***	**"Issues serve to highlight effects or unintended consequences that may occur from the proposed action and alternatives..."**
Analysis of Scoping Comments Team identifies issues and their measures from internal and external scoping results. Issues are used to focus analysis, highlight effects, and develop alternatives.	10	***Key IDTeam work:** conduct content analysis of scoping comments. Look for issues in comments received. If large response, you may contract out comment analysis. **See FSH 1909.15, ch. 12.4 for updated issue concepts: issues help focus analysis.** Be sure to document the process you use to determine issues and significance in a clear and organized manner. There are many possibilities and each forest has its own favorite way. "Significant" issues are those with a cause-effect relationship to the PA and carried forward into the NEPA document and may be labeled as such, or just as "Issues." **Here is one suggested way to conduct comment analysis to discover issues:** 1- Photocopy each letter; 2- number each letter; 3-bracket each comment and assign number (1.1, 1.2, etc.); 4- determine if comment is resolved through law, regulation, policy; if outside scope or irrelevant to the decision being made; not supported by science; or just a general comment/opinion/position. 5- Determine significance and measures; 6- put in spreadsheet or table; 7- create list of significant issues and measures for responsible official.
Responsible Official approves list of issues to be analyzed in depth, and applicable measures.	 1	**RESPONSIBLE OFFICIAL KEY POINT: FSM 1950, ch. 41**
Document scoping/issues process and results. (FSH 1909.15, ch. 12.6)	5	Not required, but it's a good way to document scoping effort/results for record and referencing in NEPA document.
Mail Scoping /Issues documentation to public if applicable.	1	Not required; FSH says to keep public informed depending on the importance of the proposed action. Good idea if there has been a long gap between scoping and next step.
Update project record and index and PALS.	[1]	**Concurrent** with process.

Alternatives to Proposed Action (FSH1909.15, ch.14)	***25 days estimated***	
Develop alternatives, including mitigation measures, monitoring requirements, etc. for each.	15	***Key ID Team key work**; crucial step; alternatives respond to significant issues or public input, and are approved by Responsible Official. All team members use the alternatives as approved for effects analysis and may not alter on their own. Any changes to any alternative must be approved by Responsible Official and used by all team members.
Write details of range of alternatives.	5	Range includes both Alternatives included and eliminated from detailed analysis; document rationale for any eliminated which may include some effects analysis.
Check consistency with Forest Plan.	1	Sometimes proposed actions or alternatives will include a site-specific amendment to the plan; sometimes they resolve issues. This is OK and should be recognized and documented. Amendments should be included in proposed action/alternative descriptions in the scoping letter.
Determine significance of any proposed amendments.	2	Due to the constant state of flux of the planning rule, consult with your Forest Planner for any and all amendments, rule to use, FSH/M to use, etc.
Responsible Official approves range of alternatives.	2	**RESPONSIBLE OFFICIAL KEY POINT: FSM 1950, ch. 41**
Update project record and index and PALS.	[1]	Concurrent with process.
Effects Analysis Plan (Timeline update)	***3 days estimated***	
Develop effects analysis plan and timeline. Effects analysis can be viewed as "action analysis" because you will need to determine past, present, and reasonably foreseeable future actions (in addition to your proposed actions) to develop cumulative effects of all the actions cumulatively.	2	This is an important step that is often overlooked. The ID Team should determine real time available to team members; time needed depends on scope of project, issues, alternatives, etc. Original timeline may need updating after issues and alternatives are determined. Encourage collaboration among team members. Consider developing outlines for specialist reports that focus work on the issues and other required elements. One ID team member may need to make conclusions first, then other team members use that info for their conclusions. For example, silviculture could run future forest conditions then wildlife could draw from these.
Responsible Official approves scope of analysis and plan.	1	**RESPONSIBLE OFFICIAL KEY POINT; keep updated.**

Field Work/Data gathering	Concurrent	All this work may occur while other steps are being done, so should not be counted separately, unless unusual circumstances exist. Days are extremely variable.
Off-Forest break-In period	[5]	Concurrent: Off-forest employees need field & resource exposure (e.g., detailers, enterprise teams, contractors, etc.)
Heritage Surveys	[40]	Concurrent Work; all field work can occur concurrently; identify needs and list each one
Botanical Surveys	[40]	Concurrent Work
Wildlife Surveys	[40]	Concurrent Work
Soils and Hydrology	[40]	Concurrent Work
Other field work/data gathering	[40]	Concurrent Work: duplicate line for each needed resource (Visuals, Rec., etc.)
Affected Environment/Effects Analysis (interdisciplinary)	***40+ days estimated***	***Key IDTeam Work***
Affected Environment (baseline) information gathering	5	Affected Environment section is required for EIS, not for EA; however, the baseline *information* is still needed for effects analysis. Much information can come from left-hand side analysis.
Environmental Effects specialists' reports: **use the agreed-upon alternatives. Individuals should NOT change alternative descriptions for their own use. Seek agreement from team and responsible official.**	30+++	There are many resources for which we must disclose effects, whether they are listed as issues or not (e.g., MIS, TES, Heritage, etc.) **Time (days) may turn into years if not controlled.** See Effects Analysis Plan above. Discuss effects only briefly for non-significant issues. Whether you document a lot of discussion about non-significant issues may depend on the detail given to the scoping comment analysis report listed above. Possible sections and specialist reports are listed below.
Cumulative Effects Analysis: based on a single list of past, present, and reasonably foreseeable actions [natural events and ongoing activities are not "actions" and should be included in baseline information]	[10]	For each alternative, and each resource with direct and indirect effects, determine cumulative effects boundaries, and how past/present/reasonably foreseeable projects contribute to cumulative effects. Document list in the record. Report - Considering Cumulative Effects Under NEPA
Heritage analysis and report: Sec. 106	[20]	Concurrent Work
Botanical analysis and report	[20]	Concurrent Work

Wildlife analysis and report/ BA/BE: ESA	[20]	Concurrent Work
Soils and Hydrology analysis and reports	[20]	Concurrent Work
Other analysis and reports	[20]	Concurrent Work: duplicate line for each needed resource (Visuals, Rec, etc.)
ID Team review and integration.	5	**Key IDT Work:** Ensure analysis is interdisciplinary; crosscheck specialists' reports for discrepancies and consistency before beginning to write NEPA document. Specialists' reports, per se, are not required by law, but are the preferred method of documenting projected effects to alternatives. See Region 3 paper on Specialist Reports.
Update project record and index.	[1]	Concurrent with process.
Consultation Process	concurrent	Check your forest's/state's relationship with FWS, SHPO, etc.
USFWS, ESA, Sec. 7	[30-145]	Concurrent with much of process; **signed BA/BE required before decision**. Informal Consultation can begin with the proposed action but usually is initiated at the time a preferred alternative is determined. Formal consultation takes 145 days. Informal usually runs 30 to 60 but there is no required clock. Process can be reduced with early and continuous involvement of USFWS in the process
SHPO, NHPA, Sec. 106	[30]	Concurrent. Tribal Consultation can begin (if surveys are complete) with the proposed action and runs concurrent with the process – it may include letters, phone calls, field visits or trips to tribal offices. Conclusions from consultation are incorporated into the Archaeological Clearance Report. The Report must be complete and sent to SHPO who then has 30 days to respond. **Concurrence from SHPO is required prior to decision.** Some projects do not require consultation with SHPO but must be completed prior to decision. This is law not policy.
Verify type of NEPA document required (recurrent task) (FSH 1909.15, ch. 17)	 1	RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 11.6 and 17 The significance of effects determines if an EIS is needed. If doing an EA, this may be the appropriate point to evaluate effects to see if an EA is still appropriate. If a FONSI cannot be completed, prepare an NOI and proceed with EIS. Team should not debate among themselves as this is responsible official decision.

DEIS document preparation[9]	***112 days estimated***	FSH1909.15, ch. 20 (EIS): See http://fsweb.r3.fs.fed.us/eap/nepa/templates/index.shtml for EIS templates, including an ADA-compliant EIS template. It only has the basics and is meant to provide a format that you can use on your web-sites; it is not meant to have every detail. Always contact your Forest NEPA Coordinator when you decide on an EIS.
Chapter 1 Purpose and Need	10	Base on PA/PN work done early on; some time may be concurrent. It is very important for Chapter 1 to have good review. Problems with the PA or P&N may have a domino effect throughout rest of document.
Chapter 2 Alternatives	10	Base on the Issues/Alternatives work done earlier and effects analysis done later for summary; some time may be concurrent.
Chapters 3/4 Affected Environment and Effects	60	Dependent upon completion of specialist reports and team integration. Document should be "inter-disciplinary" which takes a good writer to integrate all resource information. Without careful control this can get out of hand and take years. Keep focused on significant issues and scope approved by responsible official.
Other required elements	10	See FSH 1909.15, ch. 22
Selection of Preferred Alternative (if one or more exists for DEIS; one required for FEIS)	2	RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15. ch. 16 and 22.3(5)
Internal Team/RO/SO Review of draft document (RO has a formal pre-decisional review process)	10	Make arrangements early in the process for SO/RO review (can take 2 weeks to get on the RO schedule before 2-week review period; **SO must approve document** before going to RO) – Requirements for SO and RO reviews may be different on each forest. Encourage Forest Supervisor to provide clear direction on when he/she would like to see SO or RO review, and by whom. Internal debates take as much or more time than external debates. Concurrent with process, try to provide all potential players with information
Revise document per review for final DEIS	10	RESPONSIBLE OFFICIAL KEY POINT OR OTHER STAFF APPROVAL OF DOCUMENT

[9] Continuous review of products, chapters, etc. is recommended, especially for official Regional Office Review. This prevents surprises that can occur when a "final" document is submitted for review.

Publish/mailing DEIS	***32 days estimated***	
For EIS published by RO: review by Sandra Roberts is required. Request permission for **color** in your document.	5-10	Contact RO early in process to set review dates, CD options, etc. It may only take her 5 days to review, but it could take months to get an appointment. Contact her as soon as you have an idea of a tentative date. NOTE: you may contract out formatting of your EIS to save time. Time for RO publishing depends on what you require – formatting only, or full editing and formatting, etc.
Publishing of EIS	15	Depends on size of document, etc.
Mail 5 copies to **EPA office** (FSH 1909.5, 23.1) for their review. EPA is required by law to review EISs.	7	**Fed Ex or Mail EIS to EPA office**; they publish a Notice of Availability of EIS in *Federal Register*. [We do **not** prepare an "NOA" for Fed Reg as it doesn't exist as a document; it's just a list in the *Federal Register*] This starts comment period clock for DEIS since it is from CEQ regulations (not 215). Check web for current address: http://www.epa.gov/compliance/nepa/submiteis/index.html **Do NOT send EIS's to *Federal Register office!!***
Public mailing. Timing is critical.	[7]	EIS: include mailing required by FSH 1909.15, chapter 60; see for current list: http://www.fs.fed.us/emc/nepa/includes/distlist.pdf Public must receive documents **on or before NOA date** so they have full time allowed for comment (FSH 1909.5, 23.2)

DEIS Comment Period[10]	***45 days estimated***	
DEIS: 45 days minimum comment period (FSH 1909.15, 21, 4) DEIS: Write **Legal Notice per 215 regs** and publish in paper of record.	45	Comment period begins with NOA published by EPA in *Federal Register* (above). http://www.fs.fed.us/emc/applit/includes/fedreqfinalrule03.pdf See R3 website for Legal Notice Template.
DEIS: Response to Comments on DEIS	***45 days estimated***	See next page for FEIS creation/overlap time with this task.
Content Analysis of Comments Received on DEIS	15+	***Key IDTeam work:** Analysis of comments *on the DEIS* is different from analysis of scoping comments done earlier in the process to determine issues. CEQ 1503.4(a): "An agency preparing a final EIS shall **assess and consider comments** both individually and collectively, and shall respond by one or more of the means listed below, stating its response in the FEIS. ..."
Comment Appendix to FEIS See the 218 for updated requirement	30	A dedicated team of specialists should be responsible for this task; responses to comments (e.g., corrections, additional analysis, etc.) is used to create the FEIS, so do not do this after FEIS is completed as an afterthought. A summary of how you responded is put in an appendix to the FEIS. 1503.4(b): All substantive comments received on the DEIS should be attached to the FEIS... FSH 1909.15, chapter 24.1(1): Review, analyze, evaluate and *respond to substantive comments* on the draft EIS. FSH 1909.15, chapter 24.1(3) says at a minimum, include in an appendix of an FEIS copies of *all comments* from Federal, State, and local agencies and elected officials.
Reworking reports	[20]	Any reports/maps/etc. used in creation of the DEIS should be frozen at DEIS publication for record; if revised for FEIS, the revised version also goes in record.
OGC sufficiency review	[5]	Concurrent throughout process; involve early if controversial project.
Ensure adequate Project Record and Index, SOPA	[5]	Concurrent; must be complete before decision is signed; crucial to answering objections. Contact RO Objections/Litigation shop for latest on format requirements.

[10] Content Analysis, Appendix preparation and FEIS drafting time can be extremely hard to predict due to number of comments possible; huge emails can extend time dramatically so be sure to allow for this if a controversial project.

FEIS Document Preparation/Record of Decision	***45 days estimated***	
Revising of DEIS to create FEIS When DEIS may be used as the FEIS - RARE	[60]	Concurrent work with comment period and response to comments analysis. In unusual cases with only minor changes, the DEIS may be used as the FEIS, with errata sheet and new cover. See FSH 1909.5, ch. 24.1 [c] for specific requirements for what you send to public versus what you send to EPA as the FEIS. **Always coordinate this with Forest NEPA coordinator and Responsible Official.**
Selection of Preferred Alternative for FEIS	 3	**RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 22.3, 5c.**
Write Record of Decision (ROD) Responsible Official signs ROD.	 10	**RESPONSIBLE OFFICIAL KEY POINT – NEPA DECISION – FSH 1909.15, ch. 25** Some line officers like to write their own, some write only rationale, some like a draft they can adjust, others like to have team leader write. This is opportunity for decision maker to speak directly to public, to outline implementation timing, to recognize controversy, to show rationale for decision.
OGC Sufficiency Review	[5]	Concurrent throughout process if applicable or desirable.
Line review & consult	[2]	Concurrent: Line & RO Coordination (w/ outside entities)
If published by RO, review by Sandra Roberts	5	Should be quick if few changes; appointment should be made well in advance for publishing date.
Printing FEIS/ROD	15	If few changes to FEIS, may take less time than DEIS.
Send 5 copies to **EPA office** (see above for DEIS) (FSH 1909.5, 23.1)	10	**Fed Ex/Mail FEIS to EPA office**; they publish a Notice of Availability of FEIS in *Federal Register.* Check web for current address: http://www.epa.gov/compliance/nepa/submiteis/index.html **Do NOT send EIS's to *Federal Register office!!***

EA: 30-day comment period on proposed action[11]	***45 days estimated***	The 215 Appeal regulations have been replaced with the 218 Objection process to comply with changes in law. The objection process requires public review of an environmental assessment and draft decision notice/FONSI. A 30-day comment period of a "preliminary" environmental assessment is also required.
Write legal notice for 30-day comment period on Proposed Action and publish in paper of record.	5	Per 36 CFR 218, the Legal Notice starts 30-day comment period.
Comment Period	30	This may not be extended; however, you may have second 30-day comment period if responsible official decides it is in the best interest of the project. Follow instructions above.
Consider Comments on Proposed Action	10	KEY RESPONSIBLE OFFICIAL POINT *Consider* all comments received *during* the comment period; recent litigation changed regulations. There is no longer a requirement for an appendix, but your record still must document how these comments were *considered. Usually comments are used to finalize the EA.*
Ensure adequate Project Record and Index	[20]	Concurrent work throughout process; must be complete before decision is signed; crucial to answering objections.

[11] Remember it is the 218 regs that require the 30-day comment period for an EA, not the CEQ regs (as for an EIS).

EA document preparation [12]	***110 days estimated***	FSH 1909.15, ch. 40 (EA): See R3 Web for EA Template, including an ADA-compliant EA template for web publication of EA. If not put on web-site, this format is not required.
Chapter 1 Purpose and Need/Proposed Action	10	Based on PA/PN work done early on; some time may be concurrent.
Chapter 2 Alternatives	10	Based on Issues/Alternatives work done earlier and ch. 3 effects later; some time may be concurrent.
Chapter 3 Effects	60[13]	***Key IDTeam work:** Dependent upon completion of specialist reports and team integration. Specialists should review each others' reports to ensure consistency of findings before EA is written.
Other required elements	10	See FSH 1909.15, ch. 40 If a virtually final EA was sent for comment, less work will be needed here; sometimes the version sent for comment may suffice as final, but how you considered comments would need to be in record and may need to be attached to DN/FONSI.
Internal Team/RO/SO Review of draft document. RO review process:	10	Make arrangements early in the process for SO/RO review (can take 2 weeks) – Requirements for SO and RO review may be different on each forest. RO review requires SO review and approval before sending in. Encourage Forest Supervisor to provide clear direction on when he/she would like to see SO or RO review, and by whom. Internal debates take as much or more time then external debates. Concurrent with process try to provide all potential players with information http://fsweb.r3.fs.fed.us/eap/nepa/advice/
Revise document per SO/RO review	10	**RESPONSIBLE OFFICIAL KEY POINT OR OTHER STAFF APPROVAL OF DOCUMENT**

[12] Continuous review of products, chapters, etc., is recommended, especially for Regional Office. This prevents surprises that can occur when a "final" document is submitted for review.

[13] This will depend on how complete a document you sent out for comment; more then or more now.

EA: DN/FONSI Preparation FSH1909.15, 43	***30 days estimated***	
Select Alternative for Decision	 2	**RESPONSIBLE OFFICIAL KEY POINT: FSH 1909.15, ch. 43.2** The Responsible Official makes the decision, but may ask for team briefing of project and effects to aid in decision making.
Write Decision Notice (DN) and Finding of No Significant Impact (FONSI). (FSH 1909.15, 43)	 5	**RESPONSIBLE OFFICIAL KEY POINT – NEPA DECISION** Some line officers write their own, some like a draft they can adjust, while others like to have team leader write. This is opportunity for decision maker to speak directly to public, to outline implementation timing, to recognize controversy, to show rationale for decision. http://www.fs.fed.us/emc/nepa/nepa_templates/nepatemplates.htm
Line review & consult	2	Line & RO Coordination (with outside entities)
If published by RO, review by Sandra Roberts (usually for very large projects)	5	If EA was published by RO, it's likely that the DN/FONSI will be too. Make arrangements.
Printing DN/FONSI locally (small projects)	10	Depends on quantity and if done locally.
Write Legal Notice of decision; publish in newspaper of record (36 CFR 215.7(a))	1	This Legal Notice starts 45-day objection period, if there is one. If no comments, or only positive comments, were received during 30-day comment period, there is no objection period; otherwise there is one. This should be documented in the Legal Notice.
Mail DN/FONSI to agencies, organizations, and persons interested in or affected by the PA. (FSH 1909.15, 44)	5	To adjusted mailing list (may decide to mail to those who commented, not all on original list). FSH 1909.15, 44 has more distribution requirements. Remember this is an on-going process.

Objection Period for FEIS and EA	*110 days estimated*	36 CFR 218	
Refer to 36 CFR 218 for details	0-30		

Categorical Exclusion Process	*Days vary widely*[14]	FSH 1909.15, ch. 30 (CE) Forest Service procedures and categories
CE's are NEPA, too! Except for the actual preparation of a document (EA/EIS), the analyses required are the same as for an EA or EIS. The *scope* of the proposal will determine *depth of analysis*, which is usually *much narrower* than EA/EIS.		The CEQ regulations instructed agencies to create lists of categories of actions which do not individually or cumulatively have a significant effect on the human environment and for which an EA or EIS is not required. Agencies shall provide for extraordinary circumstances in which a normally excluded action may have a significant effect. That means you cannot automatically do CE without consideration of effects.
Projects must fit in a category. You can't make up categories just because there are no significant effects.	1	1. **Does the proposed action fit within the scope of a category listed in chapter 31?** If yes, go to #2 below; if no, go to either an EA or EIS.
Projects may not have "extraordinary circumstances."	varies*	2. **Are there any effects to resource conditions that would preclude a CE? i.e., an extraordinary circumstance?** **Estimate effects to the resources listed in FSH 1909.15, ch. 30.4.** It is the EFFECT on the resources that determines if it is an extraordinary circumstance. **If the EFFECT is not significant, continue with CE.** If you are unsure about the significance of effects, do an EA. If the effects will be, or may be, significant, do an EIS. If the proposal can be changed or mitigated so effects are not significant, continue with the CE. Therefore it is important to include mitigation, design, in CE description.
The FSH 1909.15, ch. 11 requires scoping on all proposed actions including CE's. Scoping is commensurate with scope of project.	varies*	Scoping (especially internal) may help determine if extraordinary circumstances are present and if they can be mitigated.
Conduct effects analysis and project record as required	varies	**Effects analysis** on all affected resources (not just extraordinary circumstances) is required for CE's. BA/E, SHPO clearance, etc. is required just as for an EA or EIS. **Follow any instructions above for EA's and EIS's relating to consultation, etc.**

[14] *The number of days to do effects analysis for a CE ranges from a few days for a simple permit, to hundreds, if the CE is "almost" an EA. The PALS shows a range of 20-1200+. The 2006/2007 PALS average for a CE is about 190 calendar days.

Is the CE subject to 218	NOTE	No. At the same time, best practices encourage good scoping and even comment opportunities if applicable to the scope of the project.
Write DM as appropriate. Notify public of decision.	varies	Document the decision in a Decision Memo, if required (FSH 1909.15, ch. 31.2). The DM should document the category and the fact that there are no significant effects (individual or cumulative) that would require the preparation of an EA or EIS. If DM not required, it's always a good idea to put a letter in the file about the decision along with any analysis, consultation, etc.
AVERAGE TIME FOR AVERAGE CE ACCORDING TO 2006/2007 PALS DATA	190 calendar days	Use the EA days as a start for timeline and adjust accordingly. Huge variation between "mowing the lawn" and "fuels reduction projects."

Appendix 1: Estimated "Person Work Days" for NEPA Document Completion		
Process Steps	EIS estimated work days[15]	EA estimated work days
Project NEPA identification and team selection, PIL	18	18
Proposed Action/Purpose and Need	15	15
Public Involvement Plan and Scoping	54	54
Write/mail NOI	10	--
Issues	17	17
Alternatives	25	25
Effects Timeline Determination	3	3
Affected Environment & Effects (specialists reports)[16]	*40+*	*40+*
NEPA documentation determination	1	1
DEIS write and publish/ EA publish (here or after comments)	*144+*	*110+*
DEIS/EA comment period	45+	30
DEIS response to comments analysis & appendix	45	--
EA comment consideration	--	10
FEIS/ROD write; EA DN/FONSI write	45	30
TOTAL WORK DAYS TO REACH DECISION	462 / 5 days = 92 weeks	353 / 5 days = 71 weeks
Add Objection Period and Objection Resolution Period	+110 calendar days	+110 calendar days

[15] The number of days is a **very rough averaged estimate**; days listed may represent time needed to complete a task, but there may be huge gaps in time *between* tasks that could expand the total timeline radically. Conversely, there may be more work completed concurrently which may reduce time needed. A complicated EA may take longer than a simple EIS and a complicated CE could take as long as a simple EA. None of the [concurrent] days are included, but may in fact represent more days. Management of the process is key to preventing process predicament. [FY 2006-2007 PALS data for EA times ranged from 146 to 1164 days with average of 530 days; EIS average was 715 days]

[16] These two *purple italicized* sections will probably represent the largest amounts of time, and are the hardest to estimate.

Appendix 2: Work Days and Task Assignments [17]		
Process Steps	**Estimated work days**	**Person(s) Assigned**
Project NEPA identification and team selection, PIL	**18**	
Write PIL	5	
Develop Timeline	3	
Set up records, files, GIS,	5	
Develop initial mail list	5	
Proposed Action/Purpose and Need	**15**	
Develop detailed PA/PN	10	
Check Forest Plan consistency, amendments, etc.	2	
Determine NEPA doc type, Line approves	2	
Add to PALS	1	
Public Involvement Plan and Scoping	**53**	
Develop Public Involvement Plan	5	
Line approves	1	
Cooperating agency determination, MOU, etc.	5	
EIS mandatory mailings	1	
Prepare Scoping products (letters, etc.), mail the NOI if EIS, concurrent with products	11	
Scoping period	30+	

[17] A "gant" chart or timeline is useful for larger projects to display overlapping assignments over time.

Issues Identification	**17**	
Analyze scoping comments, identify issues	10	
Line approves	1	
Prepare scoping/issue summary and mail if needed	6	
Alternatives to Proposed Action	**25**	
Develop alternatives based on issues	15	
Line approves range	2	
Write details of all alternatives; team agrees	5	
Forest plan consistency, amendments, etc.	3	
Effects Timeline Determination	**3**	
Develop effects analysis timeline	2	
Line approves	1	
Affected Environment & Effects (specialists reports)	**40+**	
Baseline data determination	5	
Specialists reports	30	
IDTeam review and integration of conclusion	5	
[field work and consultation concurrent throughout process]	**xxx**	
Final NEPA documentation determination	**1**	
Categorical Exclusion documentation Decision Memo, public notification, mailings, etc. as applicable; all depends on scope of CE, from almost nothing to almost an EA.	**5+**	

DEIS/EA preparation [EA may be here or later]	**112**	
Chapter 1, PA/PN	10	
Chapter 2 Alternatives	10	
Chapter 3/ 4 Affected Env. And Effects	60	
Other requirements	10	
Line approves preferred alternative	2	
Internal/RO/etc. review and revision	20	
Document printing and mailing	**31**	
Arrange with RO for printing if applicable	5	
Print	15	
Mail	5	
Write/publish 215 legal notice	1	
DEIS/EA comment period Concurrent work on any known changes to document and ensuring project record is up to date.	**30 EA** **45+ EIS**	
FEIS/ROD preparation	**84**	
Responsible official selects alternative	3	
DEIS response to comments analysis & create appendix and FEIS creation from DEIS	45	
Write ROD	5	
Document review, printing, etc., as for FEIS	30	
Write Legal Notice	1	

EA: DRAFT DN/FONSI Line selects alternative Write DN/FONSI	**30** 1 5	
PROJECT RECORD MUST BE COMPLETE AND ORGANIZED BEFORE THE OBJECTION PERIOD BEGINS.		
Add Objection Period and Objection Resolution Period	**+110 calendar days**	
If called for after objection, modify analysis and decieion	**Variable**	

###

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor United States Department of Agriculture, Forest Service Santa Fe National Forest

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $523,384.32

Termination Date: June 15, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: The agreement is to implement planning, education, and outreach projects in the Santa Fe Fire Shed area.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** USDA, Forest Service Santa Fe National F **BU/Line Item:** 22237.000000

_____
Budget Officer Approval

Comments or Exceptions: BAR attached

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Porfirio Chavarria

Phone # 505.955.3119

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Log # (Finance use only)	
Batch # (Finance use only)	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
FIRE DEPARTMENT / WILDLAND URBAN INTERFACE (WUI)	05/30/2017

ITEM DESCRIPTION	BUSINESS UNIT	LINE ITEM	SUBSIDIARY (000000)	SUBLEDGER (0000)	INCREASE	DECREASE
EXPENDITURES					(enter as positive #)	(enter as negative #)
SALARIES	22237	500100			58,500 ✓	
O/S PER DIEM	22237	560200			560 ✓	
O/S TRANSPORTATION	22237	560500			196 ✓	
GASOLINE	22237	531000			365 ✓	
OFFICE SUPPLIES	22237	530100			4,339 ✓	
PRINTING	22237	561800			36,040 ✓	
PROFESSIONAL CONTRACTS	22237	510300			212,500 ✓	
ADVERTISING	22237	561850			2,500 ✓	
REVENUES					(enter as negative #)	(enter as positive #)
FED REV-US DEPT AGRICULTURE	21233	490515			(315,000) ✓	
					$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Challenge Cost Share Agreement between the City of Santa Fe and the United States Department of Agriculture, Forest Service to implement planning, education, and outreach projects in the Santa Fe Fire Shed area. Federal funds allocated in the amout of $315,000 will commence in FY17-18. Total project value of $523,384.32.

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected:	Fund Bal. Increase/ (Decrease)
TOTAL	0

SCB
Shirley Coca Barela 5-30-17
Prepared By *(print name)* Date

Division Director *(optional)* Date

5/30/17
Department Director Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

5/30/17
Budget Officer Date

Finance Director *(≤ $5,000)* Date

City Manager *(≤ $50,000)* Date

City of Santa Fe New Mexico
Memorandum

Date: May 17, 2021

To: Finance Committee, Public Works and Utilities Committee, and Governing Body

From: Regina Wheeler, Public Works Department Director GR
Gino Rinaldi, Recreation Division Director RW

RE: Bicentennial Pool Action Plan for 2021 Season

EXECUTIVE SUMMARY:

The Resolution and a possible amendment provide the Governing Body with two options for how the City shall proceed with regards operations for Bicentennial Pool in the 2021 summer season.

BACKGROUND:

The Bicentennial Pool, constructed in 1976, is 45 years old and has received no major renovations since it was built. City staff recently discovered that the Bicentennial Pool was leaking approximately 130,000 gallons per month, equivalent to approximately 3 gallons per minute. Since the Bicentennial Pool is the only public outdoor pool in the City and it is typically open from Memorial Day weekend to the first week in September and serves approximately 200 patrons each day, staff quickly engaged contractors to assess and repair leaks with the goal to ready the pool for the 2021 summer pool season. Some large repairs are needed, including replacing the gutters surrounding the pool but these repairs could not be completed prior to the 2021 summer season. Leaks in the bottom drains and inlets have been repaired which will reduce the water loss some amount that will be measured after the pool is refilled. Additional minor repairs are required to open the pool, which will take at least through the end of May to complete. After repairs are complete, the pool will be refilled, the functionality and safety verified and inspected by NMED, and an actual schedule for potential reopening could be established.

Bicentennial Pool requires a major remodel to address all issues and leaks. A contractor is developing a quote for the recommended major renovation project. That quotation is expected by June 30, 2021, after which time funding would need to be identified and contracts approved by Governing Body. Work could begin at that time which is estimated to be September 2021.

The Recreation Department currently has staffing to operate three pools for the 2021 summer season. Fort Marcy and Genoveva Chavez Community Center pools are open now and will continue to operate for the 2021 summer season. Since the opening of Bicentennial Pool was delayed, and constituent groups are in need of additional pool facilities, the Recreation Department is planning to open the newly remodeled Salvador Perez pool in late May 2021. The Recreation

Department is also pursuing additional staffing to be able to operate 4 pools. Because the decision of use of the City's only outdoor pool involves a significant loss of water, during a severe drought year, the Governing Body is being asked to decide, with this Resolution, whether to operate the Bicentennial Pool with a leak of approximately 3 gallons per minute for the 2021 summer season. If Bicentennial Pool is not opened for the summer, then Salvador Perez Pool will remain open. If Bicentennial Pool is opened during 2021 summer season, the decision to keep Salvador Perez open or closed will be dependent upon Recreation Division staffing levels achieved this summer.

ACTION REQUESTED:

The Governing Body is asked to adopt one of two options, listed below, for an action plan on Bicentennial Pools operations for the 2021 summer season. The first option is written into the Resolution. Option two is provided as a separate amendment, which can be incorporated into the Resolution in place of Option one, if selected by Governing Body.

1. Complete repairs on Bicentennial Pool that can be made prior to opening for some portion of the 2021 summer season. After filling the pool and passing NMED inspection, establish and publicize a date to open the Bicentennial Pool. Depending on staffing levels achieved, determine if Salvador Perez pool would be closed or remain open for the remainder of the 2021 summer season. This is the option included in the Resolution as drafted.
2. Decide not to open Bicentennial Pool in the 2021 summer season with a leak of approximately 3 gallons per minute and pursue a permanent, long-term solution to repair Bicentennial Pool.

ATTACHMENTS:

Resolution
Amendment
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Roman "Tiger" Abeyta

Councilor Signe I. Lindell

A RESOLUTION

ESTABLISHING AN OPERATIONAL PLAN FOR THE BICENTENNIAL POOL FOR THE 2021 SEASON.

WHEREAS, the City of Santa Fe ("City") owns and maintains four pools throughout the city: Fort Marcy, Salvador Perez, Genoveva Chavez, and the Bicentennial outdoor pool; and

WHEREAS, the Bicentennial Pool is the only public outdoor swimming pool in the City, located at 1121 Alto Street; and

WHEREAS, the Bicentennial Pool provides the opportunity for a variety of water activities to the public during the summer season, including water Zumba, recreation swimming, lap swimming, and special events such as the season-ending Doggie Dip; and

WHEREAS, the Bicentennial Pool is typically open from Memorial Day weekend to the first week in September and serves approximately 200 patrons each day, generating approximately $33,000 in revenue annually; and

WHEREAS, various community groups utilize the Bicentennial Pool each year, including the City's youth programs, Santa Fe Aquatic Club Masters program, Santa Fe and Pojoaque Boys

and Girls Club, and numerous other private groups and schools; and

WHEREAS, the Bicentennial Pool was constructed in 1976 in honor of the bicentennial of the United States, and has received no major renovations since that time; and

WHEREAS, since the pool was built, there have been upgrades to the pump room including new sand filters, pumps, filtration systems, and electrical shut-off switches as well as the addition of two play structures and three shade structures; and

WHEREAS, on January 8, 2021, the Public Works Department became aware that Recreation Department staff believed the pool was leaking approximately six inches of water per day; and

WHEREAS, Recreation Department staff had obtained a quotation on January 5, 2021 to repair the gutters and replaster the pool at an estimated cost of $222,383; and

WHEREAS, Public Works Department staff established a purchase order and contractors began work on February 24, 2021 to assess and propose solutions for the 2021 season with the goal of performing the minimum repairs necessary, not including the repair of the gutters, to the pool to open by Memorial Day, 2021; and

WHEREAS, contractors confirmed that the pool gutters were the primary source of leakage and that the gutters could not be repaired in time for the 2021 season due to a six-month lead time on procuring replacement gutters; and

WHEREAS, the City has contracted to repair some leaks as soon as possible, including sealing the bottom drains and repairing some inlet water leaks, which staff believe will reduce the rate of water loss; and

WHEREAS, City staff have determined that there are no safety risks to the public associated with the water leaks; and

WHEREAS, water meter data from June through October of 2020 shows that the pool complex used an average of 168,000 gallons per month; and

WHEREAS, not more than 28,000 gallons per month could be attributed to evaporation from the pool; and the remaining 140,000 gallons per month of water useage is a result of shower and bathroom use, water splashed out of the pool, and leakage, indicating the maximum size of the leak at the time it was discovered was approximately 3 gallons per minute; and

WHEREAS, SFCC 1987, Subsection 25-3.2(A) states that municipal facilities shall not waste water and that leaks in excess of 0.25 gallons per minute constitute wasting water; and

WHEREAS, SFCC 1987, Section 25-3.2(B) states that "flow resulting from temporary city water systems or malfunctions" is not wasting water, but should be minimized; and

WHEREAS, Santa Fe, and the broader Southwest Region is in the midst of a "mega drought" in which water resources may become even more scarce, necessitating increased conservation of this precious resource; and

WHEREAS, the Public Works Department and the Recreation Department intend to work with the Water Conservation Office to follow the same monitoring and action plan that other businesses with identified leaks would take; and

WHEREAS, the Santa Fe Community College has two indoor swimming pools that are available for use by the public and Defined Fitness recently opened with access to a pool; and

WHEREAS, while positions within the Recreation Department have been unfrozen and filled, the Department currently only has staff to operate three pools, but is working to add staff to be able to operate four pools; and

WHEREAS, the recently remodeled Salvador Perez Pool will be opened to the public before Memorial Day, 2021, to respond to community demand for pool facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, in light of the information provided by City staff, including those from the Public Works Department, the Recreation Department, and the Water Conservation Office, the City shall perform any repairs that can be made prior to opening for some portion of the 2021

summer season and, after passing an inspection by the New Mexico Environment Department, establish and publicize a date to open the Bicentennial Pool for the remainder of the 2021 summer season.

PASSED, APPROVED, and ADOPTED this_____day of_____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Bicentennial Pool Operational Plan

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Bicentennial Pool Action Plan

Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 4, line 2 after "shall" ***strike*** the remainder of the sentence and ***insert*** in lieu thereof "keep the Bicentennial Pool closed for the 2021 summer season and pursue a permanent, long-term solution to repair Bicentennial Pool."

Respectfully submitted,

_____
Alan Webber, Mayor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED:_____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10302.8(A)

FIR No. 3327

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Bicentennial Pool Operating Plan

Sponsor(s): Mayor Webber, Councilor Lindell, and Councilor Abeyta

Reviewing Department(s): Public Works, Community Health and Safety, Public Utilities

Staff Completing FIR: Regina Wheeler Date: 5/12/2021 Phone: 955-6622

Reviewed by City Attorney: _____ Date: May 17, 2021

Reviewed by Finance Director: Alexis Lotero Date: May 17, 2021

Alexis Lotero (May 17, 2021 16:16 MDT)

Summary:

The proposed Resolution addresses operations at the Bicentennial Pool for the 2021 summer season. Analysis of past water meter data indicate that the pool is leaking approximately 3 gallons per minute, which equates to approximately 130,000 gallons per month. Some repairs are being completed prior to the 2021 summer season to reduce the leak. Additional repairs that will take 8 months or more are required to fully repair the pool. The City's Water Conservation group is collaborating with Public Works to monitor and address the leak.

Departments Affected:

Community Health and Safety, Public Utilities, Public Works

Consequences of Not Enacting Legislation:

The Governing Boy will not provide City staff with an action plan for the operation of Bicentennial Pool for the 2121 season.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Depending on staffing levels achieved by the Recreation Department for the 2021 summer season, opening the Bicentennial Pool may require closing the Salvador Perez Pool.

Fiscal Implications:

Fiscal implications of the increased operating costs are not major. However, limited capital funds are being spent on some repairs to minimize water loss during the 2021 summer season. The work is not complete at this time, but the total cost is estimated to be approximately $75,000, and will be completed regardless of whether this Resolution is adopted by the Governing Body or not.

Fiscal Impact

The fiscal impact of operating the Bicentennial Pool for the 2021 summer season with a leak of approximately 3 gallons per minute is approximately $18,000 in additional costs for the use of an additional 400,000 gallons of water. These funds are available in the FY21 and FY22 Recreation Department budget.

_____Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE _	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$ 6,000	$ 12,000	$		NR		$
Total:	$ 6,000	$ 12,000	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The pool will face increased water bills due to the leak.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: GR (May 17, 2021 16:33 MDT)

Email: earinaldi@santafenm.gov

Signature: RW (May 17, 2021 16:59 MDT)

Email: rawheeler@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

k) CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber) A Resolution Establishing an Operation Plan for Bicentennial Pool for the 2021 Season. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622; Gino Rinaldi, Acting Recreation Division Director: earinaldi@santafenm.gov, 955-4710)

Committee	**Review:**
Introduced:	5/12/21
Finance Committee:	5/17/21
Public Works and Utilities Department:	5/24/21
Governing Body: 5/26/21	

FINANCE COMMITTEE ACTION:
Postponed-packet not ready –Legislative Svcs to determine which Committees going to before GB

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL	X		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/24/2021
ISSUE NO. 8a CONSIDERATION OF RESOLUTION NO. 2021-_. (Mayor Webber) A Resolution Establishing an Operation Plan for Bicentennial Pool for the 2021 Season. (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 955-6622; Gino Rinaldi, Acting Recreation Division Director: earinaldi@santafenm.gov, 955-4710) **Committee Review:** Introduced: 5/12/21 Finance Committee: 5/17/21 Public Works and Utilities Department: 5/24/21 Governing Body: 5/26/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Unanimously approved to forward to 5/26/2021 Governing Body with no recommendation
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico
Memorandum

Date: June 1, 2021

To: Quality of Life Committee, and Governing Body

From: Geronimo Griego, Acting Fire Marshal GGG

Via: Brian Moya, Assistant Fire Chief BJM
Nathan Miller, Wildland Superintendent NFM

RE: Fire Restrictions 3

EXECUTIVE SUMMARY:

The proposed Resolution requests the Governing Body extend certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service. The fire restrictions would be in place from June 10th to July 10th.

BACKGROUND:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of April 20, 2021, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). Pursuant to Section 60-2C-8.1, the Governing Body adopted Resolution No. 2021-22, restricting the sale or use of fireworks from April 15th to May 15th, 2021 and Resolution 2021-29 that imposed fire restrictions from May 16th to June 9th, 2021. State statute precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. With that in mind, staff are proposing another Resolution to impose fire restrictions between July 11th and August 10th, which are anticipated to be the last fire restrictions necessary this year.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution

Exhibit A – Drought Monitor Report
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

Councilor Renee Villarreal

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS JUNE 10, 2021 TO JULY 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it may be necessary to evacuate and relocate affected residents; and

WHEREAS, the SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating suppression operations on wildland fires in New Mexico; and

WHEREAS, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist; and

WHEREAS, on April 14, 2021 the Governing Body adopted Resolution No. 2021-22 which imposed fire restrictions for a period of 30 days; and

WHEREAS, on May 12, 2021 the Governing Body adopted Resolution No. 2021-29 which imposed fire restrictions for a period of 28 days.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

Section 2. As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The Governing Body restricts the sale or use of fireworks June 10, 2021 to July 10, 2021 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

A. The sale or use of the following fireworks is specifically prohibited within the city limits:

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

B. All fireworks within any lands covered wholly or in part by timber, brush, or native grass are prohibited.

Section 4. An exception to the above restrictions is public displays of fireworks in strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and as approved by the City of Santa Fe fire chief.

Section 5. Pursuant to Section 12-3.9 SFCC 1987,

A. Any individual, firm, partnership, or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that

Section 1. Due to severe or extreme drought conditions and wildland fire conditions, the Governing Body hereby prohibits the following activities, in accordance with the International Fire Code® as adopted by Section 12-2.1 SFCC 1987:

A. Open burning, including campfires, bonfires, pit barbecues;

B. Burning of weeds, trash, or other vegetation;

C. Using charcoal barbecue grills in public parks and recreation areas;

D. Smoking in public parks, recreation areas, or on any public trail; and

E. Using any motorized all-terrain vehicle or motorcycles on city owned open space, parks, trails, or other recreational areas, except for the Motocross Track located off of the 599 Relief Route.

Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

Section 2. Pursuant to Section 1-3.1 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body recognizes that NMSA 1978, Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions

are in place during extreme or severe drought conditions and wildland fire conditions.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

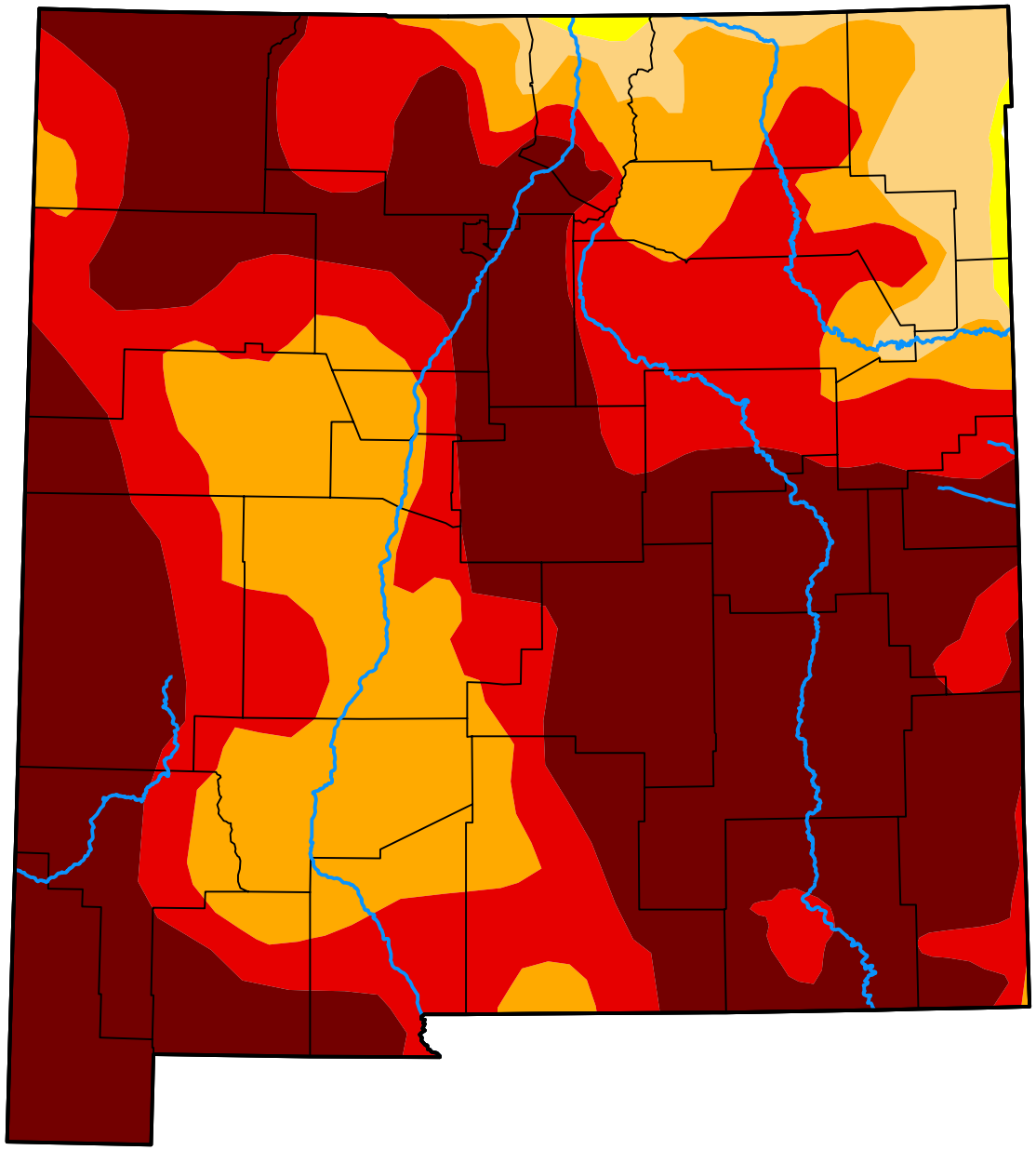
_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Fire Restrictions 3

U.S. Drought Monitor

New Mexico



May 25, 2021

(Released Thursday, May. 27, 2021)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.01	99.99	99.47	94.88	74.71	46.72
Last Week *05-18-2021*	0.00	100.00	99.67	96.89	77.51	47.82
3 Months Ago *02-23-2021*	0.00	100.00	100.00	99.91	82.03	54.24
Start of Calendar Year *12-29-2020*	0.00	100.00	99.97	99.59	82.26	53.20
Start of Water Year *09-29-2020*	0.00	100.00	99.92	73.65	39.88	2.90
One Year Ago *05-26-2020*	32.47	67.53	37.62	23.07	4.44	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Adam Hartman

NOAA/NWS/NCEP/CPC

droughtmonitor.unl.edu

FIR No. 3330

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 3

Sponsor(s): Councilors Rivera, Romero-Wirth, Vigil Coppler, and Villarreal

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: _____ Phone: 505-660-3732

Reviewed by City Attorney: _____ Date: May 31, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jun 1, 2021

Alexis Lotero (Jun 1, 2021 16:04 MDT)

Summary:
The proposed Resolution extends restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought. The extension is from June 10, 2021 to July 10, 2021.

Departments Affected:
Fire Department.

Consequences of Not Enacting Legislation:
The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention. The proposed Resolution is an extension of the restrictions imposed by Resolution No. 2021-22 and Resolution No. 2021-29. This Resolution relates to Fire Restrictions 4, which implements the same fire restrictions from July 11, 2021 – August 10, 2021.

Performance and Administrative Implications:
Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Porfirio Chavarria
Porfirio Chavarria (Jun 1, 2021 08:16 MDT)

Email: pnchavarria@santafenm.gov

Signature: GERONIMO GRIEGO
GERONIMO GRIEGO (May 31, 2021 20:00 MDT)

Email: gggriego@santafenm.gov

Signature:

Email: bjmoya@santafenm.gov

City of Santa Fe New Mexico
Memorandum

Date: June 1, 2021

To: Quality of Life Committee, and Governing Body

From: Geronimo Griego, Acting Fire Marshal GGG
GGG

Via: Brian Moya, Assistant Fire Chief BJM
BJM
Nathan Miller, Wildland Superintendent NFM
NFM

RE: Fire Restrictions 4

EXECUTIVE SUMMARY:

The proposed Resolution requests the Governing Body extend certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service. The fire restrictions would be in place from July 11th to August 10th.

BACKGROUND:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of April 20, 2021, all of Santa Fe County was in exceptional drought, the highest classified level (see Exhibit A). Pursuant to Section 60-2C-8.1, the Governing Body adopted Resolution No. 2021-22, restricting the sale or use of fireworks from April 15th to May 15th, 2021 and Resolution No. 2021-29 that imposed fire restriction from May 16th to June 9th, 2021. State statute precludes a governing body from adopting fire restrictions 20 days prior to a holiday for which fireworks may be sold – the Fourth of July. Each Resolution has a maximum effective time period of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist. This Resolution relates to another Resolution that imposes fire restrictions from June 10th to July 10th. That Resolution is anticipated to be the last fire restrictions necessary this year.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Exhibit A – Drought Monitor Report

Fiscal Impact Report

Signature: GERONIMO G GRIEGO
GERONIMO G GRIEGO (Jun 1, 2021 10:58 MDT)

Email: gggriego@santafenm.gov

Signature: Nathan F Miller
Nathan F Miller (Jun 1, 2021 11:22 MDT)

Email: nfmiller@santafenm.gov

Signature: BRIAN J MOYA
BRIAN J MOYA (Jun 1, 2021 10:30 MDT)

Email: bjmoya@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor JoAnne Vigil Coppler

Councilor Renee Villarreal

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS JULY 11, 2021 TO AUGUST 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it may be necessary to evacuate and relocate affected residents; and

WHEREAS, the SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating suppression operations on wildland fires in New Mexico; and

WHEREAS, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist; and

WHEREAS, on April 14, 2021 the Governing Body adopted Resolution No. 2021-22 which imposed fire restrictions for a period of 30 days; and

WHEREAS, on May 12, 2021 the Governing Body adopted Resolution No. 2021-29 which imposed fire restrictions for a period of 28 days.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

Section 2. As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The Governing Body restricts the sale or use of fireworks July 11, 2021 to August 10, 2021 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

A. The sale or use of the following fireworks is specifically prohibited within the city limits:

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

B. All fireworks within any lands covered wholly or in part by timber, brush, or native grass are prohibited.

Section 4. An exception to the above restrictions is public displays of fireworks in strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and as approved by the City of Santa Fe fire chief.

Section 5. Pursuant to Section 12-3.9 SFCC 1987,

A. Any individual, firm, partnership, or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that

Section 1. Due to severe or extreme drought conditions and wildland fire conditions, the Governing Body hereby prohibits the following activities, in accordance with the International Fire Code® as adopted by Section 12-2.1 SFCC 1987:

A. Open burning, including campfires, bonfires, pit barbecues;

B. Burning of weeds, trash, or other vegetation;

C. Using charcoal barbecue grills in public parks and recreation areas;

D. Smoking in public parks, recreation areas, or on any public trail; and

E. Using any motorized all-terrain vehicle or motorcycles on city owned open space, parks, trails, or other recreational areas, except for the Motocross Track located off of the 599 Relief Route.

Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

Section 2. Pursuant to Section 1-3.1 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body recognizes that NMSA 1978, Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions

are in place during extreme or severe drought conditions and wildland fire conditions.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

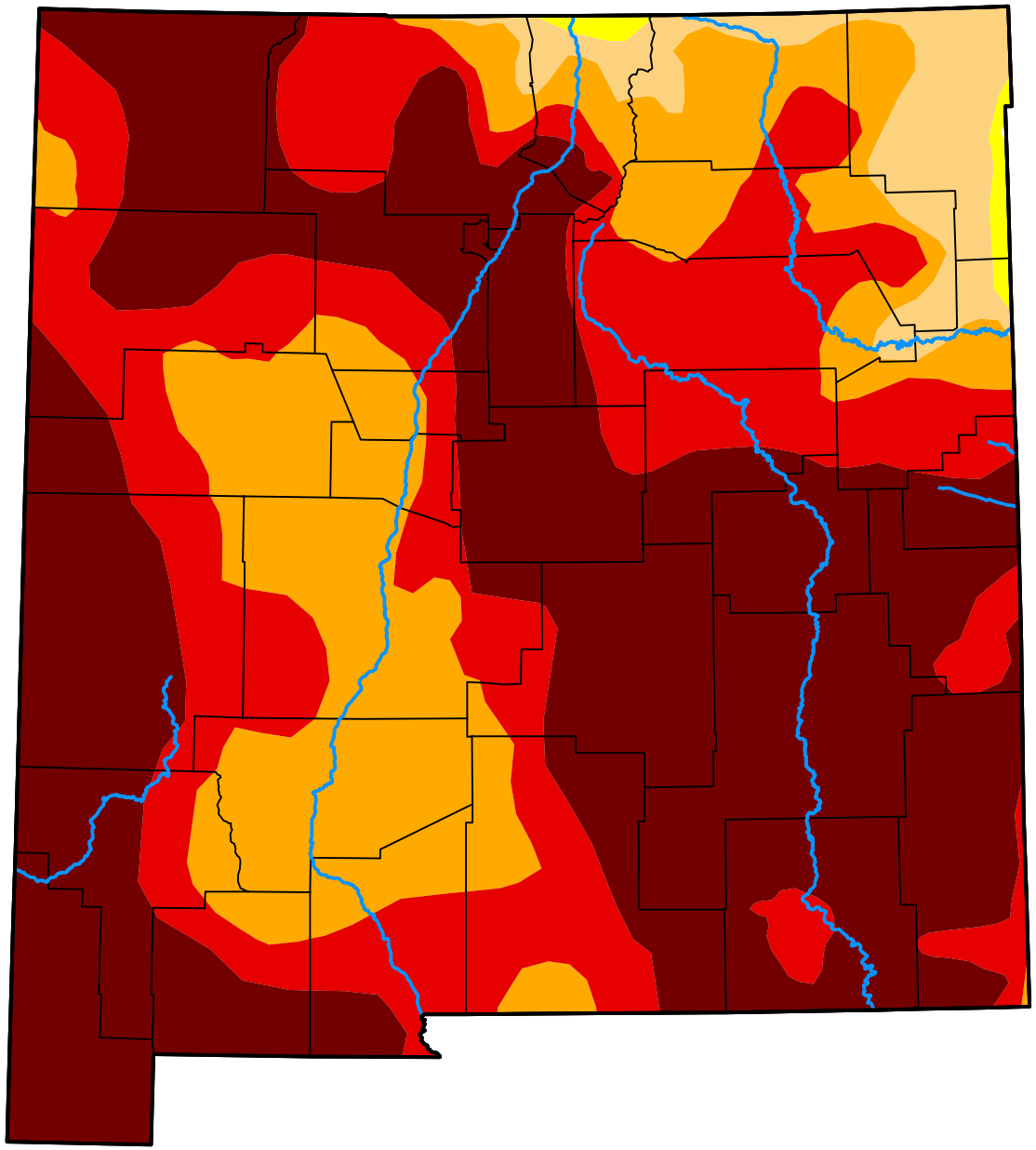
_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Fire Restrictions 4

U.S. Drought Monitor

New Mexico



May 25, 2021

(Released Thursday, May. 27, 2021)

Valid 8 a.m. EDT

Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.01	99.99	99.47	94.88	74.71	46.72
Last Week *05-18-2021*	0.00	100.00	99.67	96.89	77.51	47.82
3 Months Ago *02-23-2021*	0.00	100.00	100.00	99.91	82.03	54.24
Start of Calendar Year *12-29-2020*	0.00	100.00	99.97	99.59	82.26	53.20
Start of Water Year *09-29-2020*	0.00	100.00	99.92	73.65	39.88	2.90
One Year Ago *05-26-2020*	32.47	67.53	37.62	23.07	4.44	0.00

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Adam Hartman

NOAA/NWS/NCEP/CPC

droughtmonitor.unl.edu

FIR No. 3331

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fire Restrictions 4

Sponsor(s): Councilors Rivera, Romero-Wirth, Vigil Coppler, and Villarreal

Reviewing Department(s): Fire Department

Staff Completing FIR: Porfirio Chavarria Date: _____ Phone: 505-660-3732

Reviewed by City Attorney: _____ Date: May 31, 2021

Reviewed by Finance Director: Alexis Lotero Date: Jun 1, 2021

Alexis Lotero (Jun 1, 2021 09:00 MDT)

Summary:
The proposed Resolution extends restrictions for the sale and use of fireworks within City limits and prohibits other activities that may pose a fire risk due to severe to exceptional drought. The extension is from July 11, 2021 to August 10, 2021.

Departments Affected:
Fire Department.

Consequences of Not Enacting Legislation:
The City will not have the authority to restrict the use of fireworks in the City limits or prohibit certain activities that pose a risk of starting a fire due to severe to exceptional drought.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention. The proposed Resolution is an extension of the restrictions imposed by Resolution No. 2021-22 and Resolution No. 2021-29. This Resolution relates to Fire Restrictions 3, which implements the same fire restrictions from June 10, 2021 – July 10, 2021.

Performance and Administrative Implications:
Enforcement of the proclamation and sections identified in this Resolution regarding the sale and use of fireworks, open burning, charcoal grills, smoking, and motorized vehicles on City-owned recreational areas.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: bjmoya@santafenm.gov

Signature: Porifiro Chavarria
Porifiro Chavarria (Jun 1, 2021 08:17 MDT)

Email: pnchavarria@santafenm.gov

Signature: GERONIMO GRIEGO
GERONIMO GRIEGO (May 31, 2021 20:01 MDT)

Email: gggriego@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: May 18, 2021

TO: Governing Body

VIA: Kyra Ochoa, Community Services Department Director Kyra Ochoa
Gino Rinaldi, Senior Services Division Director

FROM: Anya Alarid, Volunteer Program Manager

ITEM AND ISSUE:
Request for the Approval of Memorandum of Understanding with the Boys and Girls Club of Santa Fe, No financial responsibility, Volunteer Station Agreement for the Foster Grandparent Program. Santa Fe Public Schools; Anya Alarid, Volunteer Program Manager: email aalarid@santafenm.gov, 505-955-4744.

BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between the Boys and Girls Club of Santa Fe and the City of Santa Fe. Our Federal and State funding sources require we have these documents in place when providing volunteer services via our Foster Grandparent Volunteer Program. The Volunteer Station Agreement outlines the responsibilities for both the City as well as the volunteer stations. Please note that **compensation is not involved** in this memorandum.

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
Munis contract number is 3202747

ACTION REQUESTED:
Senior Services respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202747**

Contractor: **Boys and Girls Club of Santa Fe**

Description: **Memorandum of Understanding with the Boys and Girls Club of Santa Fe. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2023**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Memorandum of Understanding with the Boys and Girls Club of Santa Fe. No compensation or financial responsibility involved. This is a volunteer station agreement for the Foster Grandparent Program for the Division of Senior Services.

3. **Procurement History: N/A**

Fran Dunaway (May 20, 2021 14:21 MDT) May 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOU/ No Procuring of Services or funding.

4. **Funding Source: N/A** **Org / Object:** _____

Andy Hopkins (May 20, 2021 10:54 MDT) May 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VOLUNTEER STATION AGREEMENT

This Volunteer Station Agreement ("Agreement") is made and entered into by and between Boys and Girls Club of Santa Fe (the "Volunteer Station") and the City of Santa Fe (the "Sponsor"). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

A. The Parties agree to abide by the attached basic provisions, which become part of this Agreement. The Sponsor representative who will serve as liaison with the Volunteer Station is Anya Alarid; DSS Program Manager; Foster Grandparent Program; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4744.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the Assistant Executive Director. Ms. Sarah Gettler, Assistant Executive Director, 6600 Valentine Way, Santa Fe, NM 87507; telephone number (505) 795-9901; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station's policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a risk of harm or injury to himself/herself or any staff member, volunteer, student, family member or client of Volunteer Station.

I. BASIC PROVISIONS

A. The Sponsor will:

(1) Place approximately 2-4 Foster Grandparents to serve approximately 10 children with special or exceptional needs for a period of 10-20 hours per week with approval of the FGP Project Director in accordance with FGP guidelines.

(2) Recruit, interview, enroll and refer volunteers in the project.

(3) Provide periodic orientation to Volunteer Stations.

(4) Refer volunteers to the Volunteer Station for individual assignment.

(5) Furnish adequate accident and liability insurance coverage as required by FGP project guidelines.

(6) Retain full responsibility for the management and fiscal control of the project.

(7) Arrange for the transportation of all FGP volunteers to and from the Volunteer Station.

(8) Arrange physical examinations for all Foster Grandparents, initially prior to assignment, and annually thereafter.

(9) Within the limits of available resources and project policy, insure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.

(10) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the FGP project guidelines as well as Sponsor's staff.

(11) Provide in-service training for volunteers at least once a month for four hours.

(12) Ensure a written Agreement is signed authorizing service by the Foster Grandparent and specifying volunteer activities to be performed.

(13) In cooperation with the project Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

B. The Volunteer Station will:

(1) Designate a coordinator to serve as liaison with the project.

(2) Provide supervision of volunteers while on site. The Volunteer Station will ensure the volunteers are not left unattended.

(3) Provide Foster Grandparents with assignments that utilize their skills and training.

(4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.

(5) Have the right to request the Sponsor to reassign volunteer.

(6) Provide for adequate health and safety protection of volunteers.

(7) Collect and validate appropriate volunteer reports for submission to the Sponsor.

(8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

(9) Obtain a written Letter of Agreement prior to assignment of Foster Grandparents in homes of children served, specifying volunteer activities to be performed. This Letter of Agreement will be signed by the Volunteer Station and the child's legal representative(s).

(10) Provide cash/in-kind contribution(s) in support of the project such as meals provided at the various Volunteer Stations.

(11) Boys and Girls Club of Santa Fe will make available a noon meal, five (5) days per week to participants of the City of Santa Fe Foster Grandparent Program during the term of this Agreement as in-kind services in lieu of cash reimbursement due to budget restraints thereby creating inter-generational activities both in the classroom and during lunch time.

II. TERM AND EFFECTIVE DATE

This Agreement is effective when signed by the Sponsor and will terminate on June 30, 2023, unless soon pursuant to Article III below.

III. TERMINATION

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

IV. INDEMNIFICATION

The Volunteer Station shall indemnify, hold harmless and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

V. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

VI. RECORD AND AUDIT

The Volunteer Station shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered.

These records shall be subject by the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

VII. APPLICABLE LAW; CHOICE OF LAW; VENUE

Volunteer Station shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Volunteer Station agrees that the laws of the State of New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

VIII. NON-DISCRIMINATION

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

IX. AMENDMENT

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC , CITY CLERK

VOLUNTEER STATION:
BOYS AND GIRLS CLUB OF SANTA FE

By:_____

Title:_____

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 18, 2021 15:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Exhibit A

Volunteer Placement

1. Under the direction of the Foster Grandparent Program (FGP) staff and the assigned Volunteer Station Supervisor, the volunteer will carry out the following duties, providing service to children in circumstances identified as limiting their academic, social, or emotional development in addition to the traditional children with special or exceptional needs.

A. Foster Grandparent assignments shall provide for Foster Grandparents to give direct services to one or more eligible children that:

B. Individuals served by Foster Grandparents must be children with special or exceptional needs.

C. Foster Grandparent must serve from 10 to 20 hours per week.

D. Assignments and activities should serve the dual purpose of providing a high quality experience that will enrich the lives of the volunteers and meet critical community needs, providing specific outcomes for the children served.

E. Foster Grandparents may assist small groups when, by doing so, they can continue to directly serve the needs of their assigned children.

Foster Grandparent Activities

1. Tutor/mentor between 3 to 5 teacher-identified children with special needs. Duties shall be agreed upon in the Child Care Plan.

2. Offer emotional support to child victims of abuse and neglect by providing love, encouragement and mentoring on a one-to-one basis.

3. Tutor children with low literacy skills.

4. Provide extra care and attention to children who have special or exceptional needs in order to improve their physical, mental, emotional and social development so they may grow to reach their maximum potential and become as independent as possible.

5. Serve children in school, day care, Head Starts, community programs and institutional programs.

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SANTFEB-04 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
518 8th Street
Las Vegas, NM 87701

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	16691
INSURER B : Great American Insurance Company of New York	22136
INSURER C : Great American Insurance Company - Canada	
INSURER D : New Mexico Security Insurance Company	15349
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
Santa Fe Boys & Girls Club
P O Box 2403
Santa Fe, NM 87504-2403

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE | X OCCUR	X		PAC073877204	6/1/2020	6/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	3,000,000
	X POLICY PRO-JECT | LOC						PRODUCTS - COMP/OP AGG	$	1,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CAP073877303	6/1/2020	6/1/2021	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY | SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	X EXCESS LIAB CLAIMS-MADE			UMB073877403	6/1/2020	6/1/2021	AGGREGATE	$	1,000,000
	DED | X | RETENTION $ 10,000							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					X | PER STATUTE | OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	15732126	2/14/2020	2/14/2021	E.L. EACH ACCIDENT	$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
E	Directors & Officers			652115685	6/1/2019	6/1/2021	Empl Practices		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is additional insured as respects property located at 6600 Valentine Way, Bldg A, Santa Fe, NM 87507

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Signature:

Email: gfcardenas@santafenm.gov

GB COMM DEV SF BOYS & GIRLS CLUB MOU

Interim Agreement Report 2021-05-21

Created:	2021-05-20
By:	Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAAW4wRZ6T16HcD8s0r6iYlEEz4K1Wzpq9

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB COMM DEV SF BOYS & GIRLS CLUB MOU" History

Document created by Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
2021-05-20 - 4:31:04 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
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Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-05-20 - 4:52:13 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-05-20 - 4:54:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-05-20 - 4:54:21 PM GMT

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2021-05-20 - 8:20:22 PM GMT- IP address: 104.47.64.254

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Document emailed to aclotero@santafenm.gov for signature
2021-05-20 - 8:21:33 PM GMT

City of Santa Fe New Mexico
Memorandum

Date: May 28, 2021

To: Finance Committee, Quality of Life Committee, and Governing Body

From: Kristine Mihelcic, Director of Community Engagement / City Clerk KM

RE: Regular Local Election Resolution

EXECUTIVE SUMMARY:

The proposed resolution functions to notify the Santa Fe County Clerk of all City positions that are to be filled at the next regular local election, one City Councilor from each Council District and the Mayor for the City of Santa Fe for the election to be held on November 2, 2021. Under the local election act, the County Clerk must inform the secretary of state of all positions to be filled no later than one hundred twelve days before the regular local election.

BACKGROUND:

The City Code requires that "an election resolution shall be adopted by the governing body no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election." SFCC, sec. 9-1.6(A). Additionally, the election resolution "shall include a list of the positions that are to be filled at the election and serve as the election proclamation referred to in Section 4.03(C) of the Santa Fe Municipal Charter." Notification of the election resolution shall be delivered to the county clerk pursuant to NMSA 1978, Section 1-22-4(A). The proposed resolution satisfies the local election act's notification requirement and the City Code's direction to communicate this information via resolution.

ACTION REQUESTED:

Approval of the election resolution.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Cassutt

A RESOLUTION

NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION TO BE HELD ON NOVEMBER 2, 2021, SHALL INCLUDE ELECTIONS FOR ONE CITY COUNCILOR FROM EACH COUNCIL DISTRICT AND THE MAYOR FOR THE CITY OF SANTA FE.

WHEREAS, pursuant to SFCC 9-1.6 (A), an election resolution shall be adopted by the governing body no earlier than one hundred fifty (150) days and no later than one hundred twenty (120) days prior to the date of the regular municipal election. The election resolution shall include a list of the positions that are to be filled at the election and serve as the election proclamation referred to in Section 4.03(C) of the Santa Fe Municipal Charter. Notification of the election resolution shall be delivered to the county clerk pursuant to NMSA 1978, Section 1-22-4(A).

NOW, THEREFOR, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. PURPOSE AND DATE OF ELECTION. A regular local election shall be held on Tuesday, November 2, 2021 for the purpose of electing the following officials:

A. The Mayor of the City of Santa Fe to a four-year term;

B. One City Councilor from District 1 to a four-year term;

C. One City Councilor from District 2 to a four-year term;

D. One City Councilor from District 3 to a four-year term; and

E. One City Councilor from District 4 to a four-year term.

Section 2. CLOSING OF REGISTRATION BOOKS. Only qualified electors of the City of Santa Fe may vote in the regular local election. Pursuant to NMSA 1978, Section 1-4-8, a qualified elector is any person whose affidavit of voter registration has been filed by the Santa Fe County Clerk on or before the twenty-eighth (28^{th}) day prior to the election, who is registered to vote in a general election precinct established by the Santa Fe Board of County Commissioners that is wholly or partly within the City of Santa Fe boundaries, and who is a resident of the City of Santa Fe. Registration books for this election will be closed at 5:00 p.m. on October 5, 2021.

Section 3. NOMINATING PETITIONS. Candidates must file a Nominating Petition containing the required number of valid names, addresses, and signatures as follows:

A. City Councilor – Signatures of at least one-half of one percent of the registered voters of the district, which the candidate seeks to represent, pursuant to NMSA 1978, Section 1-22-10 and Article 4.03(B) of the Santa Fe Municipal Charter.

B. Mayor – Signatures of at least one-half of one percent of the registered voters of the City of Santa Fe, pursuant to NMSA 1978, Section 1-22-10 and Article 4.03(A) of the Santa Fe Municipal Charter.

Section 4. DECLARATIONS OF CANDIDACY. Pursuant to NMSA 1978, Section 1-22-3.2(D) (2), and SFCC 9-3.8(C), Declarations of Candidacy for a person who is applying for public financing shall be filed at the office of the City Clerk, Room 215, City Hall, 200 Lincoln Avenue, between the hours of 8:00 a.m. and 5:00 p.m. by Wednesday, July 19, 2021. Pursuant to SFCC 1987 9-1.6(C), Declarations of Candidacy for a person not applying for public financing or who has failed to

be approved for public financing but who otherwise qualifies to be a candidate and is seeking to be listed on the ballot shall be filed at the office of the County Clerk, between the hours of 9:00 a.m. and 5:00 p.m. on Tuesday, August 24, 2021. Pursuant to SFCC 1987 9-1.6(C) Declarations of Candidacy for a person seeking to be a write-in candidate shall be filed at the office of County Clerk, between the hours of 9:00 a.m. and 5:00 p.m. on Tuesday, August 31, 2021.

Section 5. RANKED CHOICE VOTING. Pursuant to Ordinance No. 2017-26, ranked choice voting will be used for electing candidates for municipal office.

Section 6. NOTICE TO COUNTY CLERK. This Resolution serves as notice to the Santa Fe County Clerk pursuant to NMSA 1978, Section 1-22-4(A).

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2021.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Regular Local Election

FIR No. 3332

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Regular Local Election

Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): Community Engagement

Staff Completing FIR: Kristine Mihelcic Date: 5-27-2021 Phone: 955-6846

Reviewed by City Attorney: Marcos Martinez Date: May 28, 2021
Marcos Martinez (May 28, 2021 10:21 MDT)

Reviewed by Finance Director: Alexis Lotero Date: May 28, 2021
Alexis Lotero (May 28, 2021 10:27 MDT)

Summary:
The Resolution calls for notifying the Santa Fe County Clerk of the positions to be elected (asingle City Councilor from each Council District and the Mayor for the City of Santa Fe) for the regular local election to be held on November 2, 2021.

Departments Affected:
Community Engagement / City Clerk

Consequences of Not Enacting Legislation:

The notification of the positions to be filled would not be provided to the County Clerk through the Election Resolution. It would also violate section SFCC 9-1.6 (A).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution is required by section SFCC 9-1.6 (A).

Performance and Administrative Implications:
The City Clerk, as part of regular duties, oversees the application for, and distribution of, public financing for qualifying candidates as well as qualifying contributions submitted by candidates for all positions. The direct administration of the election is overseen by the Santa Fe County Clerk.

Fiscal Implications:
None associated.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Kristine Mihelcic (May 28, 2021 10:19 MDT)

Email: kmmihelcic@santafenm.gov