

FS Agreement No.: 19-PA-11031000-016
Cooperator Agreement No.: _____

PARTICIPATING AGREEMENT
Between The
SANTA FE, COUNTY OF
And The
UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE
SANTA FE NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the SANTA FE, COUNTY, hereinafter referred to as "Partner," and the United States Department of Agriculture (USDA), Forest Service, Santa Fe National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, P.L. 94-148, as amended by appropriation language.

Title: Partnership with the County of Santa Fe for Forest-Wide RX Fire

I. PURPOSE:

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

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

The County of Santa Fe's goal is to cooperate in a program to enhance and, where possible, develop the forest resources conducting necessary improvement work in such ways that will contribute to the public welfare and to support forestry protection.

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



Santa Fe County of will assist the Santa Fe National Forest in prescribed burn implementation.

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

III. THE PARTNER SHALL:

- A. **LEGAL AUTHORITY.** The Partner shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Ensure safety of Partner's employees at all times.
- C. Perform in accordance with the Scope of Work (Attachment A) and Financial Plan (Attachment B)

IV. THE U.S. FOREST SERVICE SHALL:

- A. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse the Partner for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$20,000.00**, as shown in the Financial Plan (Attachment B). In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Partner's invoice. Each invoice from the Partner shall display the total project costs for the billing period, separated by U.S. Forest Service and Partner's share. Non-cash 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 Partner'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 Partner's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and the Partner share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.



7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to (Email preferred):

EMAIL: ASC_GA@USDA.GOV

FAX 877-687-4894

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

SEND A COPY TO: Dennis Carril at Dennis.Carril@usda.gov

- B. Perform in accordance with the terms and conditions of the agreement as well as the Scope of Work and Financial Plan, respectively, Attachment A and B.

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

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

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
MIKE FEULNER , Wildland Captain 35 Camino Justicia Santa Fe, NM 87508 Ph: (505) 995-6537 Fax: (505) 992-3073 Email: mfeulner@santafecountynm.gov	DAVID SPERLING , Fire Chief 356 Camino Justicia Santa Fe, NM 87508 Ph: (505) 992-3076 Fax: (505) 992-3073 Email: dsperling@santafecountynm.gov

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
DENNIS CARRIL Fuels Program Manager Santa Fe National Forest 11 Forest Lane Santa Fe, NM 87508 Ph: (505) 438-5345 Fax: (505) 438-5391 Email: dcarril@fs.fed.us	VIRGINIA HERNANDEZ Grants Management Specialist Santa Fe National Forest 11 Forest Lane Santa Fe, NM 87508 Ph: (505) 438-5306 Fax: (505) 438-5391 Email: virginiahernandez@fs.fed.us

- B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Partner 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 Partner, 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.

- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the Partner from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **ENDORSEMENT.** Any of the Partner's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Partner's products or activities.
- E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the Partner to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the Partner when permission is granted.



- F. NON-FEDERAL STATUS FOR PARTNER PARTICIPANT. The Partner agree(s) that any of the Partner's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the Partner hereby willingly agree(s) to assume these responsibilities.

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

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

- H. NONDISCRIMINATION. 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 (c.g., Braille, large print, audiotope, 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 Partner 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 Partner 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 Partner 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 Partner 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 Partner 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 Partner shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Partner shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.



3. Source Documentation

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

L. OVERPAYMENT. Any funds paid to the Partner 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 Partner 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 Partner.
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.

M. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination the Partner shall close out the agreement.

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

Within a maximum of 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 Partner.

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.

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

Performance reports must contain information on the following:

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

The Partner shall submit 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 must be submitted either with the Partner's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Partner 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 Partner 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.

- P. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and



would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

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

Q. 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 Cooperatives, 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.

R. 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 Partner is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

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

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

S. PROPERTY IMPROVEMENTS. Improvements placed by The Partner 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 Partner to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.



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

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

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



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

"This institution is an equal opportunity provider."

X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Partner 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 Partner 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 Partner'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.

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

1. When the U.S. Forest Service and the Partner 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 Partner to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, the Partner 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 Partner for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the Partner up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- Z. 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.
- AA. DEBARMENT AND SUSPENSION. The Partner 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 Partner 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.
- BB. 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.

CC. 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 45 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.

DD. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through September 30, 2020, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

EE. 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.

KATHERINE MILLER/County Manager
County of Santa Fe, New Mexico

8.13.19

Date

Approved as to form
Santa Fe County Attorney

By:

Date: 8/10/19

Confirms for 080619

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

Date

8/21/2019



The authority and format of this agreement, 19-PA-11031000-016, have been reviewed and approved for signature.

VIRGINIA HERNANDEZ

U.S. Forest Service Grants Management Specialist

7/26/19

Date

Burden Statement

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

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.

SCOPE OF WORK

PROJECT TITLE: Santa Fe, County of Partnership for Forest Wide RX Fire

PROJECT DESCRIPTION: Santa Fe County Prescribed Fire Partnership is a collaborative effort between Santa Fe County Fire Department and the Santa Fe National Forest to accelerate the return of fire to the frequent fire ecosystems and forestry protection.

The goal of the Santa Fe County Prescribed Fire Partnership is to facilitate using prescribed fire to build ecological resilience and aid in the forestry protection, development, and improvement of National Forest System Land within the Santa Fe National Forest.

In this effort, the U.S. Forest Service will utilize resources from Santa Fe County to increase capacity to existing efforts of prescribed fire implementation across the Santa Fe National Forest. This effort will mobilize Santa Fe County fire resources to amplify knowledge, skills, and abilities.

PROJECT OBJECTIVES AND GOALS: To support the increased use of prescribed fire for ecosystem benefit on the Santa Fe National Forest and to provide continued training opportunities for the Santa Fe County firefighters in order to advance their qualifications and experience. The U.S. Forest Service is responsible for the management of National Forest System (NFS) lands with specific duties related to forest health, protection, conservation, and forest fire/fuels management.

The Santa Fe National Forest has a goal to increase capacity to treat NFS lands and to meet Regional fuels targets. The wildland fire personnel from the County of Santa Fe is interested in strengthening their programs through ongoing and continued training and implementation of prescribed burns. Therefore, it is mutually beneficial to enter into an agreement so that both parties work together on projects to accomplish their mutual goals on NFS Lands.

Objective 1: To support the increased use of prescribed fire across multiple project areas on the Coyote, Jemez, Cuba, Espanola and Pecos/Las Vegas Ranger Districts on the Santa Fe National Forest.

Goal A: To support the Santa Fe National Forest's districts on the implementation and preparation of priority prescribed burns within multiple projects areas over a multi-year period.

Objective 2: To support the training of prescribed fire practitioners by creating training opportunities during prescribed fire operations where possible.

Goal A: To support prescribed fire experience and integrate task-book based training where possible to advance the increase prescribed fire capacity on the Santa Fe National Forest.

Objective 3: To notify the public of the projects undertaken in collaboration with the Santa Fe, County of and the U.S Forest Service.

SCOPE OF WORK

Goal A: To show the support of both the Partner and the Use of the U.S. Forest Service in collaboration to achieve the use prescribed fire as well as provide training of prescribed fire practitioners. (The U.S. Forest Service Insignia shall be requested to the Office of Communications for approval, a copy of the fully executed agreement is required. See FSM 1660.)

PROJECT AREAS: In order to support the goals and objectives listed above, this agreement will allow Santa Fe County to support prescribed fire implementation across all approved NEPA projects on all districts of the Santa Fe National Forest. Priority landscape projects are listed below by district, project name and NEPA acreage.

TABLE 1: PRIORITY PROJECTS

DISTRICT	PROJECT NAME	NEPA ACRES
COYOTE	Rio Chama	90,000
	Cordovas/Mesa Poleo	4,000
	Gallina WUI	3,000
	Golondrino	32,000
CUBA	Moya	22,000
	Chaparral	20,000
	La Jara	3,000
JEMEZ	Southwest Jemez	110,000
PECOS/LAS VEGAS	Rowe Mesa	19,000
	Gallinas Watershed	12,000
	La Cueva	3,000
	Santa Fe Watershed	5,000
	Mesitas	4,000
ESPANOLA	Blanco	5,000
	Hyde Park	1,200
	Pacheco	2,500

**See Attached Exhibit I for Map of Project Areas.*

Expected Accomplishments: The Santa Fe National Forest and Santa Fe County expect to support increased acres treated in priority areas already identified by the Santa Fe National Forest. Depending on weather and other factors, we expect to accomplish 500-1,000 acres or more of ecologically beneficial prescribed fire annually utilizing this partnership. Over a 2 year period, \$20,000 will be allocated by the Forest Service for the wildland fire personnel and equipment of the County of Santa Fe for assisting the Santa Fe National Forest in prescribed burn implementation. Funds allocated would be used to cover the Counties costs for prescribed fire crews, equipment, and overtime for personnel. The County wildland fire personnel would be

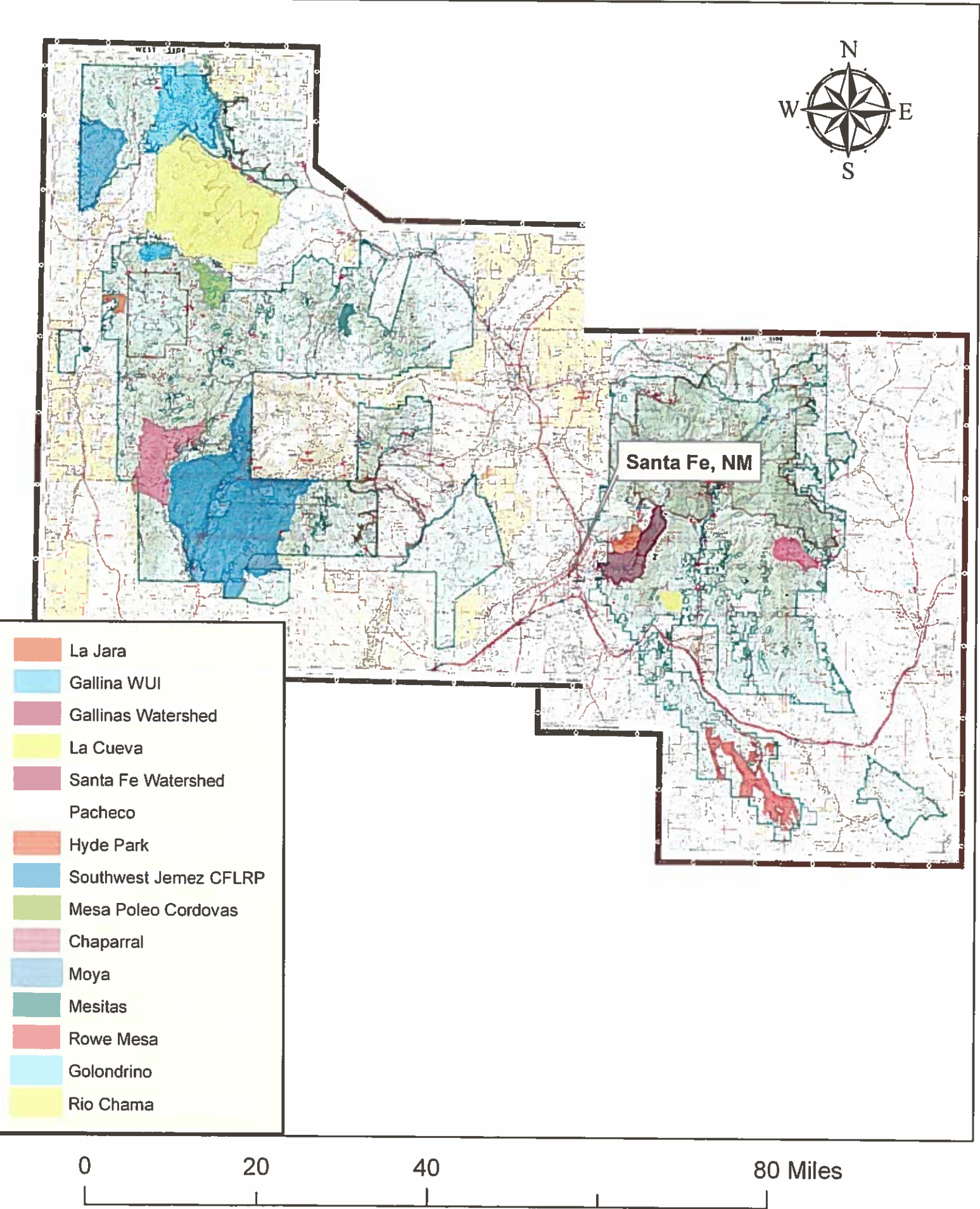
ATTACHMENT A
19-PA-11031000-016

SCOPE OF WORK

utilized to participate in prescribed fire implementation on any district of the Santa Fe National Forest.

Exhibit I

Santa Fe County Prescribed Fire Partnership: Project Areas



Attachment: B

USFS Agreement No.: 19-PA-11031000-016

Mod. No.: 000

Cooperator Agreement No.: NA

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$13,800.00	\$17,248.00	\$7,240.00	\$0.00	\$38,288.00
Travel	\$0.00	\$0.00	\$1,080.00	\$0.00	\$1,080.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$520.00	\$0.00	\$520.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,600.00	\$2,752.00	\$1,120.00	\$0.00	\$5,472.00
Other					\$0.00
Subtotal	\$15,400.00	\$20,000.00	\$9,960.00	\$0.00	\$45,360.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$1,694.00				\$1,694.00
Total	\$17,094.00	\$20,000.00	\$9,960.00	\$0.00	
Total Project Value:					\$47,054.00

Matching Costs Determination	
Total Forest Service Share = (a+b) + (c) = (f)	(f) 78.83%
Total Cooperator Share (c+d) + (e) = (g)	(g) 21.17%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR 19-PA-11031000-016

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

Salaries/Labor				
Job Description	# of Employees	Cost/Day	# of Days	Total
GS-11 Supervision (RX Fire)	2.00	\$230.00	20.00	\$9,200.00
GS-11 Planning/Administration	1.00	\$460.00	10.00	\$4,600.00
Total Salaries/Labor				\$13,800.00
Travel				
Travel Expense	# of Vehicles	Cost/Trip	# of Trips	Total
NA	0.00	\$0.00	0.00	\$0.00
NA	0.00	\$0.00	0.00	\$0.00
Total Travel				\$0.00
Equipment				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
NA	0.00	\$0.00	0.00	\$0.00
NA	0.00	\$0.00	0.00	\$0.00
Total Equipment				\$0.00
Supplies/Materials				
Supplies/Materials		# of Items	Cost/Item	Total
NA		0.00	\$0.00	\$0.00
NA		0.00	\$0.00	\$0.00
Total Supplies/Materials				\$0.00
Other Expenses				
Item	# of Vehicles	# of Units	Cost/Unit	Total
Vehicle Use by Staff	5.00	\$40.00	8.00	\$1,600.00
NA	0.00	\$0.00	0.00	\$0.00
Total Other				\$1,600.00
Subtotal Direct Costs:			\$15,400.00	
Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs		Total	
11.00%	\$15,400.00		\$1,694.00	
Total FS Overhead Costs				\$1,694.00
TOTAL COST:		\$17,094.00		

WORKSHEET FOR 19-PA-11031000-016

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

Salaries/Labor				
<i>Job Description</i>	<i>Employees</i>	<i>Cost/Day</i>	<i># of Days</i>	<i>Total</i>
2019 SF County Crew	2.00	\$4,032.00	2.00	\$8,064.00
2019 SF County Crew	2.00	4032.00	2.00	\$8,064.00
2019 SF County Crew Perms	2.00	\$280.00	2.00	\$560.00
2020 SF County Crew Perms	2.00	\$280.00	2.00	\$560.00
Total Salaries/Labor				\$17,248.00
Travel				
<i>Travel Expense</i>	<i>Employees</i>	<i>Cost/Trip</i>	<i># of Trips</i>	<i>Total</i>
NA	0.00	\$0.00	0.00	\$0.00
NA	0.00	0.00	0.00	\$0.00
Total Travel				\$0.00
Equipment				
<i>Piece of Equipment</i>	<i># of Units</i>	<i>Cost/Day</i>	<i># of Days</i>	<i>Total</i>
NA	0.00	\$0.00	0.00	\$0.00
NA	0.00	0.00	0.00	\$0.00
Total Equipment				\$0.00
Supplies/Materials				
<i>Supplies/Materials</i>		<i># of Items</i>	<i>Cost/Item</i>	<i>Total</i>
NA		0.00	\$0.00	\$0.00
NA		0.00	\$0.00	\$0.00
Total Supplies/Materials				\$0.00
Other Expenses				
<i>Item</i>	<i># of Vehicles</i>	<i>Cost/Day</i>	<i># of Days</i>	<i>Total</i>
Santa Fe County UTV	1.00	\$105.00	4.00	\$420.00
Ford F250 4x4 Truck	1.00	\$203.00	4.00	\$812.00
Dodge 3500 4x4 Truck	1.00	\$190.00	4.00	\$760.00
Dodge 3500 4x4 Truck	1.00	\$190.00	4.00	\$760.00
Total Other				\$2,752.00
Subtotal Direct Costs:			\$20,000.00	
Cooperator Indirect Costs				
<i>Current Overhead Rate</i>		<i>Subtotal Direct Costs</i>	<i>Total</i>	
0.00%		\$20,000.00	\$0.00	
Total Coop. Indirect Costs			\$0.00	
TOTAL COST:		\$20,000.00		

WORKSHEET FOR 19-PA-11031000-016

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

Salaries/Labor				
Job Description	# of Employee	Cost/Day	# of Days	Total
Fire Captain	1.00	\$425.00	5.00	\$2,125.00
Crew Boss Trainee	1.00	\$385.00	4.00	\$1,540.00
Non-Standard Calculation				
County Finance/BCC	1.00	\$450.00	4.00	\$1,800.00
Fire Administrative Finance	1.00	\$355.00	5.00	\$1,775.00
Total Salaries/Labor				\$7,240.00
Travel				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
Fuel	1.00	\$135.00	8.00	\$1,080.00
NA	0.00	\$0.00	0.00	\$0.00
Total Travel				\$1,080.00
Equipment				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
NA	0.00	\$0.00	0.00	\$0.00
NA	0.00	\$0.00	0.00	\$0.00
Total Equipment				\$0.00
Supplies/Materials				
Supplies/Materials	# of Items	Cost/Day	# of Days	Total
PPE / Gloves		20.00	\$16.00	\$320.00
PPE / Pants		2.00	\$100.00	\$200.00
Total Supplies/Materials				\$520.00
Other Expenses				
Item	# of Units	# of Units	Cost/Unit	Total
Chain Saws	2.00	\$50.00	8.00	\$800.00
Drip Torches	4.00	\$10.00	8.00	\$320.00
Total Other				\$1,120.00
Subtotal Direct Costs:			\$9,960.00	
Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs		Total	
0.00%	align="right">\$9,960.00		align="right">\$0.00	
Total Coop. Indirect Costs				\$0.00
TOTAL COST:		\$9,960.00		