



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA

**NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, FEBRUARY 25, 2019
VILLAGE HALL 108 N. MAIN STREET 6:00 PM**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – FEBRUARY 11, 2019
 - b. WORKSHOP – FEBRUARY 15, 2019
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. JUDYTH SHAMOSH - DISCUSSION & POSSIBLE DECISION CONCERNING BANNERS FOR STREET LIGHT POLES
11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF U.S. FOREST SERVICE EMERGENCY FACILITIES & LAND USE AGREEMENTS
12. PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT
13. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 8725. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

**MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD MONDAY, FEBRUARY 11, 2019 AT 6:00 PM**

DRAFT

Mayor Richard Rumpf called the meeting to order at 6:00 p.m.

PRESENT: Mayor Richard Rumpf, James Nelson, Lynda Middleton, Donna Dawson, Clark Brown, Carleen Gomez – Deputy Clerk, Attorney Kathy Stout

ABSENT: Stephanie Finch – Clerk/Treasurer

GUESTS: Kayla Scartaccini, Jacob Finch, Elizabeth Briggs, John Briggs, Cricket Courtney, Abiel Carrillo, John Larson, Ann Danielsen, Mike Danielsen, Alejandra Paez – Assistant Clerk

Mayor Richard Rumpf requested that Mr. John Briggs lead the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Ms. Dawson motioned to approve the agenda as presented, seconded by Mrs. Middleton. The motion carried unanimously.

APPROVAL OF MINUTES: Mrs. Middleton motioned to approve the minutes of the Regular Meeting of the January 28, 2019, as presented, seconded by Ms. Dawson. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Ms. Dawson motioned to approve the cash balance report, as presented, seconded by Mrs. Middleton. The motion carried unanimously.

APPROVAL OF BILLS: Deputy Clerk Gomez stated that she would like to add some invoices from Rak's in the amount of \$65.51 for water and sewer supplies, Wex Bank for fuel in the amount of \$2,161.86 and one for O'Reilly's for a starter and battery cables in the amount of \$71.53.

Ms. Dawson motioned to approve the bill list with the additions, seconded by Mrs. Middleton. The motion carried unanimously.

Bugs or Us Pest Control	\$140.00	DPC Industries	\$375.27
Eagle Wholesale	82.56	El Defensor Chieftain	240.79
Gall's	13.80	Integration & Control	354.50
JV Professional Automotive	1,376.59	Merchants Automotive	384.09
Nance, Pato & Stout LLC	638.25	Nebblett & Company LLC	250.00
NM Compilation Commission	39.00	NM Edge	150.00
NM Rural Water Association	675.00	O'Reilly Auto Parts	71.53
Rak's Building Supply	65.51	RC Plumbing	289.91

Route 60 Trading Post	100.00	Sierra Propane	1,889.16
Socorro Electric Coop	85.82	Verizon Wireless	984.00
W.S. Darley	604.00	Wex Bank	2,161.86
Winston's Auto Service	80.25	WNM Communications	1,097.95

MAYOR'S REPORT

Mayor Rumpf stated that he placed a copy of the Municipal Reporter at each Trustees seat. He stated that Mr. John Briggs wrote a great article about the star gazing, the Village and surrounding areas. Mayor Rumpf stated that he has received great feedback from the article.

Mayor Rumpf also took the time to report that First State Bank would be open for business on Tuesday, February 19, 2019. He stated that there would be a grand opening on Saturday, March 2, 2019 from 11:00 a.m. to 2:00 p.m.

CLERK'S REPORT

Deputy Clerk Gomez stated that she had nothing to report unless the Mayor and Board had any questions.

DEPARTMENT REPORTS:

EMS

EMS Coordinator Jim Nelson reported that there were six EMS calls in the month of January 2019.

FIRE

Fire Captain Richard Rumpf reported that there were two FIRE calls in the month of January 2019.

MARSHAL

Marshal Michael Zamora stated that his department has been busy. He added that Deputy Dylan Coslin would be attending an IR8000 breathalyzer machine training within the week.

JUDGE

A report was submitted and reviewed by Municipal Judge Kayla Scartaccini. Judge Scartaccini reported that a total of \$384.00 was charged through the court in the month of January 2019.

PUBLIC WORKS

A report was submitted and reviewed by Joint Utility Manager Jacob Finch and the Board. Mr. Nelson asked how the Legislative Session went when he attended. Mr. Finch stated that he sat in on some water sessions and that it applied more to Counties so it was probably not something he would attend again.

LIBRARY

A report was submitted and reviewed by Librarian Yvonne Magener and the Board. Mayor Rumpf reported that Ms. Magener had gone to Santa Fe on behalf of the Library.

FINAL CONSIDERATION - DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ORDINANCE #2019-02 AN ORDINANCE RELATING TO THE NEW MEXICO UNIFORM TRAFFIC ORDINANCE BY THE VILLAGE OF MAGDALENA; ESTABLISHING A PENALTY ASSESSMENT PROGRAM; DEFINING PENTALTY ASSESSMENT MISDEMEANORS; ESTABLISHING LISTED SCHEDULE OF PENALTY ASSESSMENTS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREOF

Attorney Kathy Stout suggested that the Board consider holding off on passing this Ordinance because there may be parking issues that need to be added to this in the near future.

Mrs. Middleton motioned to postpone Ordinance #2019-02 until it was able to be passed with the new information, seconded by Mr. Nelson. The motion carried unanimously.

FINAL CONSIDERATION - DISCUSSION & POSSIBLE DECISION APPROVAL OF ORDINANCE #2019-03, AN ORDINANCE PROHIBITING OFFENSES RELATING TO PUBLIC ORDER AND SAFETY AND ESTABLISHING PENALTIES FOR VIOLATION

Ms. Dawson motioned to approve Ordinance #2019-03, seconded by Mr. Nelson.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:
Mr. Nelson – AYE, Mrs. Middleton – AYE, Ms. Dawson – AYE, Mr. Brown – AYE
The motion carried unanimously.

FINAL CONSIDERATION - DISCUSSION & POSSIBLE DECISION APPROVAL OF ORDINANCE #2019-04, LIMITED OPEN BURNING WITHIN THE INCORPORATED AREAS OF THE VILLAGE OF MAGDALENA; PROVIDING FOR PENALTIES

Mrs. Middleton motioned to approve Ordinance #2019-03, seconded by Mr. Brown.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:
Mr. Nelson – AYE, Mrs. Middleton – AYE, Ms. Dawson – AYE, Mr. Brown – AYE
The motion carried unanimously.

FINAL CONSIDERATION - DISCUSSION & POSSIBLE DECISION APPROVAL OF ORDINANCE #2019-05, AN ORDINANCE OF THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA WATER WELLS LOCATED WITHIN THREE HUNDRED FEET (300') OF MUNICIPAL DISTRIBUTION LINES

Mrs. Middleton motioned to approve Ordinance #2019-05, seconded by Ms. Dawson.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:
Mr. Nelson – AYE, Mrs. Middleton – AYE, Ms. Dawson – AYE, Mr. Brown – AYE
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF TRANSFERING FIRE TRUCK TO VLA

Mayor Richard Rumpf stated that the Village Volunteer Fire Department received written approval from the State Fire Marshal to allow the transfer of the fire truck to the VLA. He stated that the VLA had recently expressed interest in acquiring the truck. Mrs. Middleton questioned if the Village has a cross agreement with the VLA in case the Village needed help with a fire. Mayor Rumpf stated that he would get a Mutual Aid Agreement.

Mr. Nelson motioned to approve the transfer of the fire truck to the VLA, as requested, seconded by Mrs. Middleton.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:

Mr. Nelson – AYE, Mrs. Middleton – AYE, Ms. Dawson – AYE, Mr. Brown – AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF HARDSHIP AUCTION

Deputy Clerk Gomez stated that this was presented to the Mayor and Board to let them know that this would be coming up and they should be thinking about it. She stated that a letter of justification, a resolution and an equipment wish list would be required to be able to qualify and be approved to attend. Mayor Rumpf explained the process of what happens when you get to the hardship auction.

Ms. Dawson motioned to move forward with this, seconded by Mr. Nelson. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF POSTING OF CLERK/TREASURER POSITION

Mayor Rumpf requested approval to post the Clerk/Treasurer position.

Ms. Dawson motioned to approve the request, seconded by Mr. Nelson.

Mayor Rumpf suggested that Deputy Clerk Gomez request a roll call vote:

Mr. Nelson – AYE, Mrs. Middleton – NAY, Ms. Dawson – AYE, Mr. Brown – AYE

The motion carried by majority.

DISCUSSION & POSSIBLE DECISION REGARDING VALUE OF AND DIRECTION TO SELL USED MARSHAL DEPARTMENT FIREARMS

Marshal Michael Zamora stated that at this point he would like to completely remove or postpone the issue. He explained that he and his department need to get trained with the new firearms before he can let go of the current inventory. He stated that he is also waiting on ammunition.

Ms. Dawson motioned to postpone until a later date, seconded by Mrs. Middleton. The motion carried unanimously.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

Mrs. Kayla Scartaccini stated that things are coming along as far as the Community Park is concerned. She stated that they are getting the budget together and getting the Rails to Trails Grant together. She stated that there are a lot of real good Ideas and they are also working on fundraisers. Mayor Richard Rumpf stated that the Walkability Group will be contacting the Park Group to get drawings of the area. Mr. Abiel Carrillo suggested that those in charge of the Park get some more information on playground equipment from Mrs. Gayle Jones of Bosque Farms. Mayor Richard Rumpf thanked all committees involved for their hard work.

Ms. Dawson motioned to adjourn the meeting at 6:28 p.m., seconded by Mr. Brown. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

**MINUTES OF THE WORKSHOP OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD FRIDAY, FEBRUARY 15, 2019 AT 8:30 AM**

DRAFT

Mayor Richard Rumpf called the meeting to order at 8:30 a.m.

PRESENT: Mayor Richard Rumpf, James Nelson, Lynda Middleton, Clark Brown, Stephanie Finch – Clerk/Treasurer, Kathy Stout - Attorney

ABSENT: Donna Dawson

GUESTS: Kayla Kersey, Fancher Gotesky, John W. Briggs, Elizabeth Briggs, Rich Esposito, Cricket Courtney, Judyth Shamosh, Bryan Romkey, Sally Rogers, Yvonne Magener, Carleen Gomez – Deputy Clerk

Mayor Richard Rumpf requested that Mr. Rich Esposito lead the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Mr. Nelson motioned to approve the agenda as presented, seconded by Mr. Brown. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING VILLAGE VISION OF THE NEXT FEW YEARS

Mrs. Middleton stated that she would like to bring back and revisit items that have come before the Board but have never been fully addressed. Mrs. Middleton stated that she would like to develop a parking lot of projects. She stated that we need to talk about what needs to be done and how we need to go about it all. She stated that one of those items is the street light issues. She stated that she would like to see what could be done to meet the concerns of the astronomers and residents when it comes to lighting in the community. Mayor Rumpf stated that he met with Mr. Joseph Herrera with the Socorro Electric Coop and they spoke about amber lights and the fact that the lights must be shielded at a downward angle. Mayor Rumpf stated that he will get in touch with Mr. Herrera again.

Mrs. Middleton stated that the Village was looking at annexing more property for a larger tax base as well as to increase voters.

Mrs. Middleton stated that she knew there is a cemetery committee and was wondering if they had any type of plan. She stated that there are other committees that never report back to the Village Board, including the cemetery board.

Mrs. Middleton stated that we also need to fix the Village's deteriorating public library. She stated that there are preservation grants but in order to qualify for one of those a preservation plan is needed as well as a committee to get everything done. Mrs. Middleton stated that the

State currently has \$50,000.00 but that covers all of New Mexico. Mayor Rumpf stated that something needs to be done with the windows, something needs to be done with the siding and it needs to be repainted. Mayor Rumpf stated that the dark paint on the building is absorbing the heat and drying out the wood. Mr. Rich Esposito stated that he is a volunteer with the library and he recently went to price material for repairs. He stated that each window would cost anywhere from \$450.00 to \$1,000.00 to replace. He stated that fixing the siding on the building could be over \$32,000.00. He stated that it may be easier if the building was removed from the historic registry and at this time there are no real benefits of being on the historic register. Mrs. Sally Rogers stated that there is no paperwork to be removed from the registry. Mrs. Middleton stated that the Village realizes these repairs need to be made but also does not have money for them. She stated that perhaps the library can be placed higher on the Infrastructure Capital Improvement Plan. Mayor Rumpf stated that he agrees that we need to recognize our priorities and maybe organize fundraisers and have a meeting with the library and Friends of the Library.

Mrs. Middleton stated that as far as annexing property what areas is the Village looking at and what is the process. Attorney Kathy Stout asked if it is an area where we would be able to provide services to or eventually provide services to. She asked if the Village has a plan? She stated that the Village should identify the area(s) and get a plat drawn up. Attorney Kathy Stout stated that after that it could be done with a petition getting the petition commission involved.

Mayor Richard Rumpf stated that painting needs to be done at the community centers, the pump houses and the airport building. He stated that the crew has been cleaning up the right of ways and clearing brush and he is asking that Village residents to clear the right of ways of their non-working vehicles. He added that tires are a fire, and health hazard. He stated that he has asked the County Manager to keep him informed on if they will be bailing tires for a burn. Mayor Rumpf stated that he would like to get large roll off bins to do a major clean-up. He stated that there are possibly environmental grants for that.

Mrs. Middleton asked if the Village could get solar street lights. Clerk Finch stated that the Village pays \$18,000.00 per month for the street lights now. She explained that it is a flat fee per light, and it is not based on usage. Mr. Rich Esposito stated that if the Village investigates what Cape Creek Arizona is doing, they can see that their lights provide security but there is no light pollution.

Mrs. Kayla Kersey suggested that the kids at the school be involved in Village clean ups. Mr. Brown stated that he would like to see weeds cleaned up at the BIA Dorms because a fire would be bad. He also suggested boarding it up or selling them to another entity. Mayor Rumpf stated that it is on the list of things to do and he will talk to the utility department.

Mayor Rumpf stated that he would like to get the Utility Department a large steel building to work in and house their vehicles and equipment. Mayor Rumpf stated that if the Village received any money from the BIA Dorm, he would like to earmark it for a steel building.

Mayor Rumpf suggested that the Board have another workshop in about three months so that things could be prioritized, and we don't lose sight of things.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

Mrs. Cricket Courtney asked if the annexation is something that the people want? Do they want to be a part of the Village? Mayor Rumpf stated that there had been some positive feedback from this, yes.

Mrs. Middleton motioned to adjourn the workshop at 9:52 a.m., seconded by Mr. Brown. The motion carried unanimously.

Respectfully Submitted,

**Carleen Gomez, CMC
Deputy Clerk**

**Richard Rumpf
Mayor**



Richard Rumpf

From: Judyth Shamosh <magdalenaboxcarmuseum@gmail.com>
Sent: Tuesday, February 19, 2019 4:38 PM
To: ZW; Richard Rumpf
Subject: Fwd: DDI SIGNS - WIND MESH BANNER & SPRING LOADED KITS

ZW,
This quote is for \$115 for each bracket!! I'll keep looking but that is the best price yet.
We don't necessarily need the mesh banners but we will need higher quality materials.
Judyth

Do things for people not because of who they are or what they do in return, but because of who you are. --Harold Kushner

Begin forwarded message:

From: Keith Newsome <keith@ddisigns.com>
Date: February 19, 2019 at 2:22:20 PM MST
To: magdalenaboxcarmuseum@gmail.com
Subject: DDI SIGNS - WIND MESH BANNER & SPRING LOADED KITS
Reply-To: keith@ddisigns.com

Hello Judyth,

It was nice taking to you and thank you for contacting DDI SIGNS INC. Attached is an image of our Quality Double Sided Wind Mesh banners which prints Brilliant and allows wind to pass through material. Banners have reinforced hems with webbing for added strength with pole pockets top & bottom.
Our Heavy Duty Spring Loaded Banner bracket kits come complete with Aluminum Spring brackets, 2 - 36" Fiberglass rods, 6 - stainless steel 47" straps, 2 - pole pins and 2 - zip ties which secure banner to brackets tied to top & bottom corner grommets in banner.
The combination of the Wind Mesh banners and Spring loaded bracket kits your banners will withstand very high winds.

Each Double Sided full color 24" wide x 36" high Wind Mesh banner cost will be \$57.50 each plus shipping - once time set up fee of \$25.00 with all banners same image. If each banner has different design set up fee per banner is \$15.00

Each complete 36" Spring Loaded Banner Bracket kit ready to install will be \$115.00 each plus shipping - each kit individually boxed.

Art file for banners provided in AI vector, EPS or PDF vector format - PMS C colors for matching.
Please let me know if you have any questions and I look forward to working with you.

Have a nice evening.

Sincerely,

Keith Newsome

DDI Signs P.O. Box 9 Kill Devil Hills, NC 27948 757-593-8580 keith@ddisigns.com www.ddisigns.com

Name

Judyth Shamosh

Email

magdalenaboxcarmuseum@gmail.com

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)

**Cibola National Forest & National Grassland
Magdalena Ranger District
2113 Osuna Road, NE
Albuquerque, NM 87113
(p) 505-346-3900, 575-854-2281
(f) 505-346-3909, 575-854-2332**

Page ___ of ___

**AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT
AGREEMENT NUMBER**

EFFECTIVE DATES

a. beginning

b. ending

OWNER (name, address, phone number-include day/night/cell/fax)

**Village of Magdalena
108 North Main
Magdalena, NM 87825
(p) 575.854.2261
(f) 575.854.2273**

INCIDENT NAME:

INCIDENT NUMBER:

RESOURCE ORDER NUMBER:

JOB CODE (P#) AND OVERRIDE:

DUNS:

EIN/SSN:

PAYMENT ADDRESS: Same as above or

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as

WATER SOURCE

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.

**Provide water from Village of Magdalena hydrant at Village Hall for fire suppression or dust abatement needs.
Hydrant Lat/Long: 34.11849233 -107.243879339**

County: **SOCORRO** State: **New Mexico** Township: **2S** Range: **3W** Section: **22**

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each month that the land/facilities are used, the Government will pay the rate of \$ _____ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____ regardless of the length of use. Payment shall be in accordance with the Incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES

JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical.

Restoration work includes: _____

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

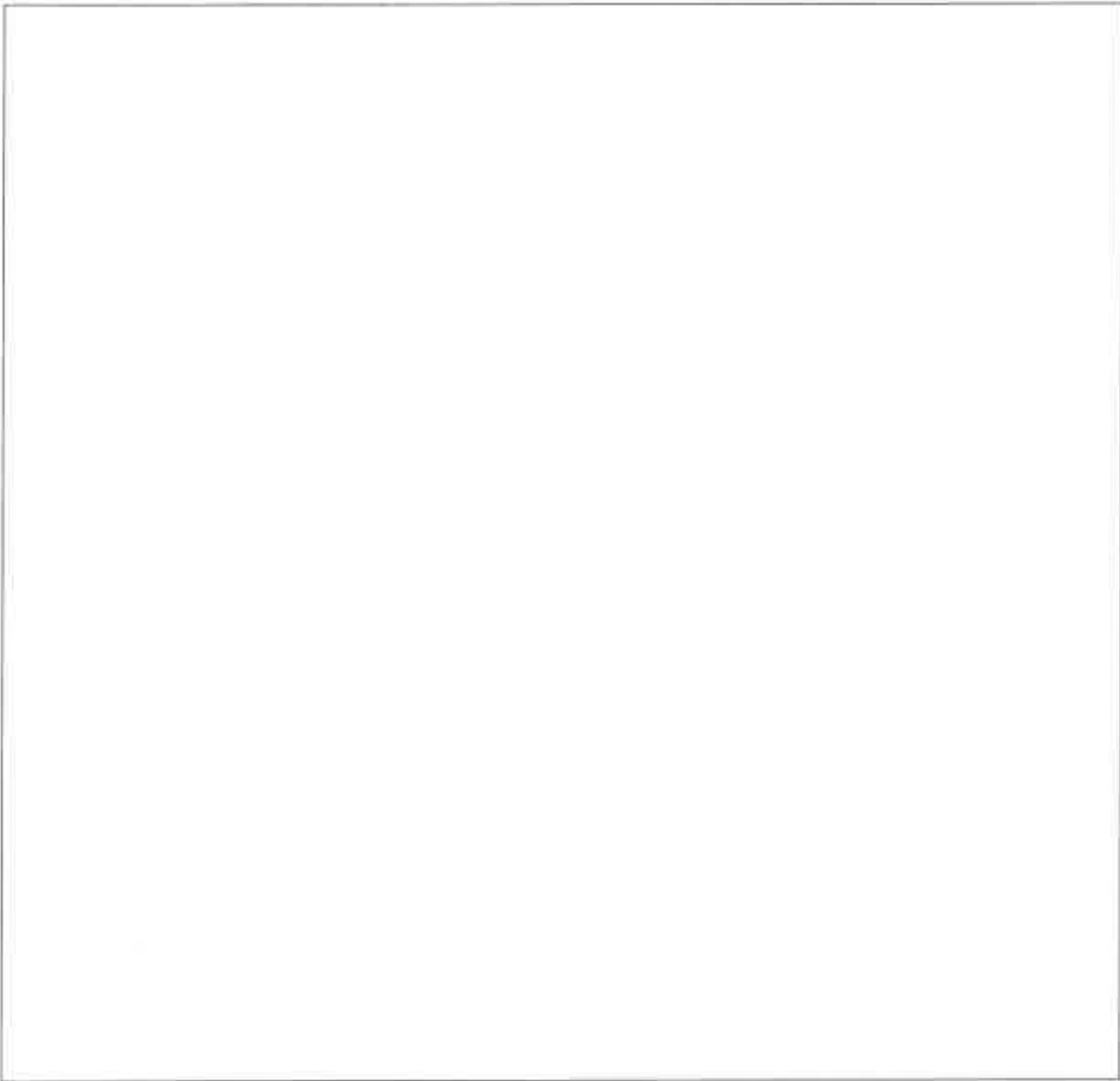
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
<p>PRINT NAME AND TITLE: Mayor, Village of Magdalena 108 North Main Magdalena, NM 87825</p> <p>PHONE NUMBER (if different from Owner's) 575.854.2261</p>		<p>PRINT NAME AND TITLE: Contract Specialist Cibola National Forest Supervisor's Office 2113 Osuna Road, NE Albuquerque, NM 87113-1001</p> <p>PHONE NUMBER: 505-346-3806</p>	

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).
(Jan 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (ii) [52.232-1](#), Payments (Apr 1984).
- (iii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iv) [52.232-11](#), Extras (Apr 1984).
- (v) [52.232-25](#), Prompt Payment (Oct 2008).
- (vi) [52.233-1](#), Disputes (July 2002).
- (vii) [52.244-6](#), Subcontracts for Commercial Items (Jan 2011).
- (viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Oct 2010) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause,

United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) [52.222-37](#), Employment Reports on Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351, et seq.](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

(2) Listed below are additional clauses that may apply:

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR [52.252-2](#), *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed

prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

EMERGENCY FACILITIES & LAND USE AGREEMENT

INCIDENT AGENCY (name, address, phone number)

**Cibola National Forest & National Grassland
Magdalena Ranger District
2113 Osuna Road, NE
Albuquerque, NM 87113
(p) 505-346-3900, 575-854-2281
(f) 505-346-3909, 575-854-2332**

Page of
**AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT
AGREEMENT NUMBER**

EFFECTIVE DATES

a. beginning

b. ending

OWNER (name, address, phone number-include day/night/cell/fax)

**Village of Magdalena
108 North Main
Magdalena, NM 87825
(p) 575.854.2261
(f) 575.854.2273**

INCIDENT NAME:

INCIDENT NUMBER:

RESOURCE ORDER NUMBER:

JOB CODE (P#) AND OVERRIDE:

DUNS:

EIN/SSN:

PAYMENT ADDRESS: Same as above, or

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES)

SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE SERVICE DISABLED VETERAN

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as **Use of Village of Magdalena Airport Facilities for helicopter/SEAT base and the Community Center/Rodeo Grounds building for an ICP (Incident Command Post) or as a fire camp facilities, during fire suppression efforts.**

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.

- **Pay the Village of Magdalena a fee of \$75.00 per day for one helicopter or SEAT Aircraft and use of onsite Administrative Building.**
- **\$25.00 per day for each additional Helicopter or SEAT Aircraft.**
- **\$50.00 per day for use of Community Center at Rodeo Grounds.**
- **\$80.00 per day for use of Rodeo Grounds.**

County: **SOCORRO** State: **New Mexico** Township: **2S** Range: **3W** Section: **22**

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each month that the land/facilities are used, the Government will pay the rate of \$ _____ per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ _____, regardless of the length of use. Payment shall be in accordance with the Incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

The above rate includes utility charges for the following: GAS ELECTRICITY WATER TOILET SUPPLIES

JANITORIAL SERVICES & SUPPLIES TRASH REMOVAL SEPTIC SERVICE EXISTING TELECOMMUNICATIONS

The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical.

Restoration work includes: _____

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

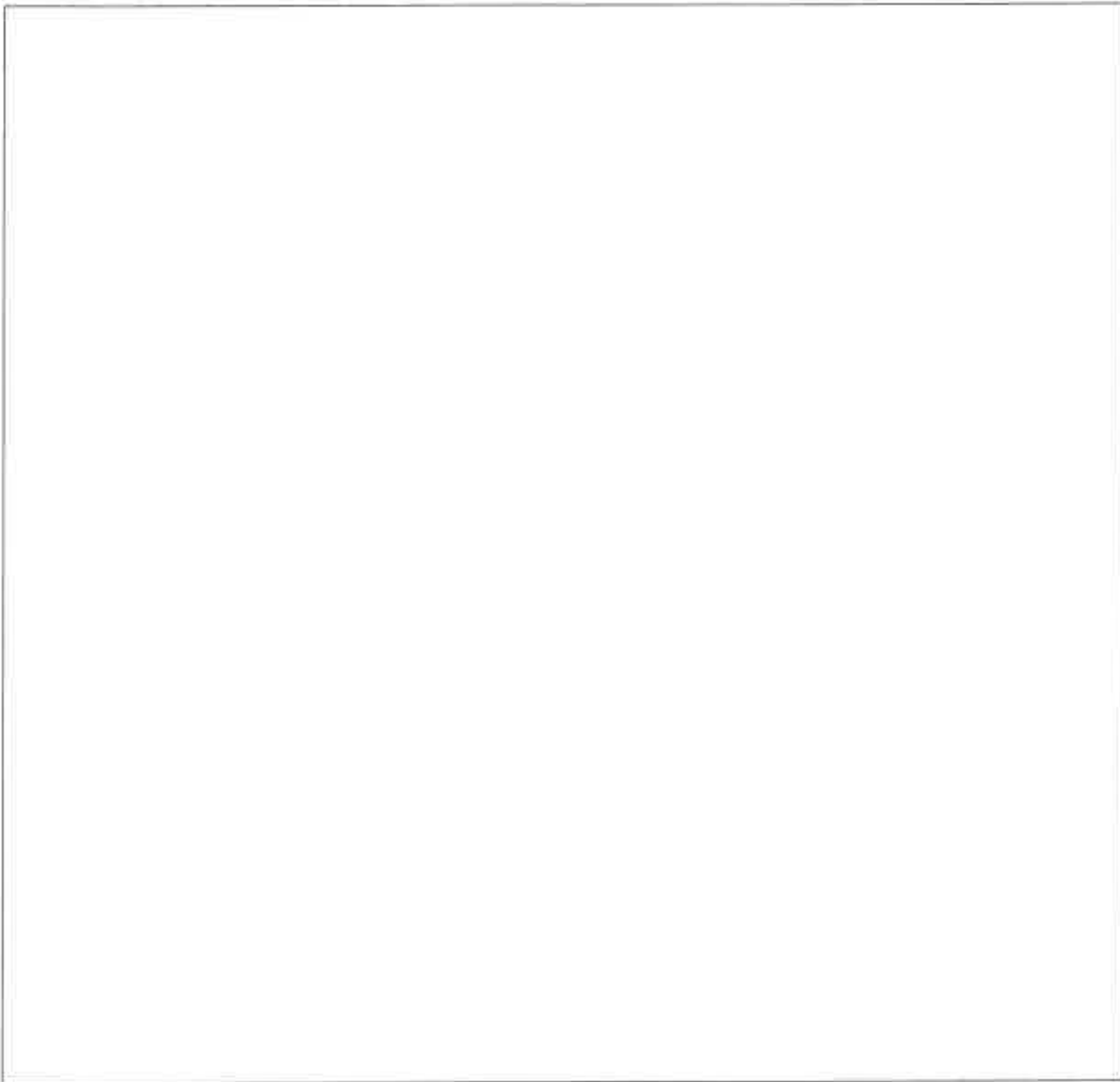
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

CHECKLIST(s): See attachment.

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.



ADDITIONAL CLAUSES:

The Attached Federal Acquisition Regulation (FAR) Clauses apply to this agreement.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
<p>PRINT NAME AND TITLE: Mayor, Village of Magdalena 108 North Main Magdalena, NM 87825</p> <p>PHONE NUMBER (if different from Owner's) 575.854.2261</p>		<p>PRINT NAME AND TITLE: Contract Specialist Cibola National Forest Supervisor's Office 2113 Osuna Road, NE Albuquerque, NM 87113-1001</p> <p>PHONE NUMBER: 505-346-3806</p>	

FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
EMERGENCY FACILITIES AND LAND USE AGREEMENT

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).
(Jan 2011)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (ii) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (v) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (vii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (ii) [52.232-1](#), Payments (Apr 1984).
- (iii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iv) [52.232-11](#), Extras (Apr 1984).
- (v) [52.232-25](#), Prompt Payment (Oct 2008).
- (vi) [52.233-1](#), Disputes (July 2002).
- (vii) [52.244-6](#), Subcontracts for Commercial Items (Jan 2011).
- (viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) [52.222-20](#), Walsh-Healey Public Contracts Act (Oct 2010) ([41 U.S.C. 35-45](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).
- (iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause,

United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) [52.222-37](#), Employment Reports on Veterans (Sep 2010) ([38 U.S.C. 4212](#)) (applies to contracts of \$100,000 or more).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$25,000).

(x) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#)). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#).)

(2) Listed below are additional clauses that may apply:

(i) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

(ii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR [52.252-2](#), *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed

prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)