



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, JANUARY 27, 2020
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 – JANUARY 13, 2020
 - b. SPECIAL MEETING – JANUARY 17, 2020
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. LAZARUS SANCHEZ – PRESENTATION FROM MAGDALENA HIGH SCHOOL STUDENTS STUDYING STORMS AND HOW THEY WORK
11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF U.S. FOREST SERVICE EMERGENCY FACILITIES & LAND USE AGREEMENTS
12. DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL TO ADVERTISE DEPUTY MARSHAL POSITION
13. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT
14. 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, JANUARY 13, 2020 AT 6:00 PM**

DRAFT

Mayor Richard Rumpf called the meeting to order at 5:58 p.m.

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

GUESTS: Kayla Kersey, Cody Kersey, JD Kersey, Abby Kersey, John Dear, Angelique Dear, John Larson, Mike Daniels, Cricket Courtney, Dr. Glenn Haven, Abby Haven, Sarita Johnson, Carlos Valenzuela

Mayor Richard Rumpf requested that Mr. Cody Kersey 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.

APPROVAL OF MINUTES: Ms. Dawson motioned to approve the minutes of the Regular Meeting of the December 23, 2019, as presented, seconded by Mr. Brown. The motion carried unanimously.

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

Mayor Rumpf reported that the budget is doing a little better with the \$75,000.00 reimbursement that was received from the street project.

Mr. Nelson asked why the Ambulance Fund was low. Mayor Rumpf stated that he would check into it.

APPROVAL OF BILLS: Ms. Dawson motioned to approve the bill list, as presented, seconded by Mr. Brown. The motion carried unanimously.

A-1 Quality Redi Mix	\$415.19	Admin Office of the Courts	\$126.00
Bugs or Us Pest Control	170.00	City of Socorro	4,121.86
Dept. of Finance & Admin	495.80	Nance, Pato & Stout LLC	638.25
NM Airport Manager's Assoc.	75.00	NM Judicial Education Center	63.00
NM Municipal League	85.00	NM Water & Wastewater Assoc.	343.00
NTS Communications	32.41	O'Reilly Auto Parts	133.20
ProVelocity LLC	640.00	Rak's Building Supply	41.13

RC Plumbing	96.65	Sierra Propane	\$1,075.24
Verizon Wireless	1,102.10	Wex Bank	2,402.34
Williams Windmill	80.71	Winston's Auto Service	708.44
WNM Communications	1,003.22		

MAYOR'S REPORT

Mayor Rumpf stated that he attended the Airport Manager's meeting in Albuquerque at the Sunport on January 10, 2020. He stated that the meeting was very informative and interesting. He stated that there is \$150,000.00 allocated for the Magdalena Airport through a grant from the FAA. He stated that the lights will be fixed, the sides of the runway will be improved, and debris will be cleared out. He added that the flood damage in the airport building had been fixed. He stated that we are looking to put a new roof on the airport building as well as power wash the building and paint it. He stated that there should be Fly-In's happening in May and September of this year. Mayor Rumpf stated that he is now the acting Airport Manager. Ms. Dawson stated that she would like to see a local pilot as the Airport Manager.

Mayor Rumpf stated that by the end of the week he will have a meeting with Emergency Management as well as Census.

Mayor Rumpf reported that he met with Joseph Herrera, General Manager of the Socorro Electric Cooperative concerning options and costs to put in LED Dark Sky Compliant streetlights. He stated that the Village owns approximately 111 streetlights and there are many that are privately owned.

Mayor Rumpf also stated that he spoke with Mrs. Marcia Thornton to get a Veteran's Memorial at the Trails End Park.

CLERK'S REPORT

Deputy Clerk Gomez stated that she had nothing to report unless there were questions.

APPOINTMENT OF VACANT TRUSTEE POSITION FOR A FOUR-YEAR TERM

Mayor Rumpf presented the name of Mrs. Harvan Conrad to appoint to the vacant Trustee position for a four-year term. Ms. Dawson stated that since the Mayor is appointing it would only be for a two-year term. Mayor Rumpf stated that he would have to check on that. Attorney Kathy Stout stated that it would only be a two-year term. Mayor Rumpf added that Mrs. Conrad could not be present at the meeting because she was ill.

Mr. Nelson motioned to appoint Mrs. Harvan Conrad to the vacant Trustee position for a two-year term, seconded by Mr. Brown.

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

DEPARTMENT REPORTS

EMS

EMS Coordinator James Nelson reported that there were five EMS calls in the month of December 2019.

FIRE

A report was submitted by Fire Chief Michael Bisbee and reviewed by the Mayor and Board. Mr. Bisbee reported that there were five Fire calls for service in the month of December 2019.

MARSHAL

A report was submitted by Marshal Michael Zamora and reviewed by the Mayor and Board.

JUDGE

No report was available.

PUBLIC WORKS

Mayor Rumpf took this time to report that there were two sewer taps and two water taps done in December. He stated that the Utility crew is working on potholes. Mayor Rumpf stated that the Village is being required to fence the old landfill. He stated that this should have been done thirty years ago, the Village was told to do this about three years ago and it was not done. He stated that the fence work started today. He stated that methane testing was also required at the site of the old landfill. He stated that the methane testing would be done by the City of Socorro Gas Company this Wednesday and moving forward it will be done twice per year.

Mayor Rumpf stated that there is a diesel mechanic working on the blue trash truck and it should be fixed by the end of the week.

LIBRARY

A monthly and calendar year report was submitted by Librarian Ivy Stover and reviewed by the Board.

APPROVAL OF APPOINTMENT OF CLERK/TREASURER

Mayor Rumpf stated that appointment of the Clerk/Treasurer, Marshal and Fire Chief should take place after every municipal election.

Mayor Rumpf brought forth the name of Ms. Veronica Chavez to appoint as Clerk/Treasurer.

Ms. Dawson motioned to appoint Ms. Veronica Chavez as Clerk/Treasurer, seconded by Mr. Brown.

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

Ms. Dawson – AYE, Mr. Brown – AYE, Mr. Nelson – AYE
The motion carried unanimously.

APPROVAL OF APPOINTMENT OF MARSHAL

Mayor Rumpf brought forth the name of Mr. Michael Zamora to appoint as Marshal.

Ms. Dawson motioned to appoint Mr. Michael Zamora as Marshal, seconded by Mr. Nelson.

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

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

The motion carried unanimously.

APPROVAL OF APPOINTMENT OF FIRE CHIEF

Mayor Rumpf stated that the Magdalena Volunteer Fire Department voted Mr. Cody Kersey in as Fire Chief.

Mr. Nelson motioned to appoint Mr. Cody Kersey as Fire Chief, seconded by Ms. Dawson.

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

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

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF RESOLUTION NO. 2020-01, OPEN MEETINGS

Attorney Kathy Stout stated that the Open Meetings Resolution must be approved every year. She stated that once approved it will be posted at Village Hall as well as on the Village website.

Ms. Dawson motioned to approve Resolution No. 2020-01, Open Meetings, seconded by Mr. Nelson.

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

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

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING APPROVAL OF RESOLUTION NO. 2020-02, INSPECTION OF PUBLIC RECORDS

Attorney Kathy Stout stated that this Resolution does not have to be approved every year, but it has been a while since it was done.

Mr. Nelson motioned to approve Resolution No. 2020-02, seconded by Ms. Dawson.

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

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

The motion carried unanimously.

**EXECUTIVE SESSION – THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:
MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW
MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE
DISCUSSED IN CLOSED SESSION:**

Ms. Dawson motioned to go into Executive Session at 6:23 p.m., seconded by Mr. Nelson.

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

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

The motion carried unanimously.

a. JOINT UTILITY WORKER

- **MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION**
- **MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1**

Ms. Dawson motioned to come out of Executive Session at 6:28 p.m. and certified that the only matter discussed was the Joint Utility Worker and no decisions were made, seconded by Mr. Brown.

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

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

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING HIRING OF JOINT UTILITY WORKER

Mayor Rumpf stated that Mr. Ezekiel Gomez was the top choice and brought his name before the Board to hire as Joint Utility Worker.

Ms. Dawson motioned to hire Mr. Ezekiel Gomez as Joint Utility Worker, seconded by Mr. Nelson.

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

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

The motion carried unanimously.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

Mrs. Carol “Cricket” Courtney began by saying that there is an event that uses Village property and resources. She stated that she was wondering what was going to happen since the President of Old Timers had passed away. She stated that people wanted to voice their concerns and she suggested that maybe they come to a Village Council meeting to do so. Ms. Donna Dawson stated that there should be a meeting soon and she would let everyone know when.

Mr. John Dear introduced himself. He stated that he is a retired Fire Chief and has worked with the public for many years. He has also worked with Mr. Cody Kersey. Mr. Dear stated that he lost one of his best guys, Mr. Kersey, because he moved to Magdalena. Mr. Dear stated that he is very impressed with Mr. Kersey's desire to do things right and safely. Ms. Dawson stated that she would also like to hear more about Mr. Kersey. Mr. Kersey stated that he is 34 years old and he has learned everything he knows from Mr. Dear. He stated that Mr. Dear is like a second father to him after losing his grandfather. Mr. Kersey stated that he is anxious and excited to get the Magdalena Fire Department moving forward. He stated that it is an honor to serve the community and it is not a job it is a passion.

Dr. Glenn Haven, Superintendent of Magdalena Municipal Schools, wished everyone a Happy New Year. He stated that things are going well at the school. He stated that the new Board members would begin at the upcoming meeting. Dr. Haven was pleased to report that it was the middle of his third year as Superintendent. He reported that there is funding now to make repairs to the boiler at the school. He stated that the school takes pride in their building, the kids and the community. Dr. Haven added that the New Mexico Activities Association was at the school interviewing the boy's varsity basketball team. He stated that it will be streamed live. Mayor Rumpf stated that he was honored to be asked to be a substitute in the welding class.

Mayor Rumpf stated that a notice of special meeting will be put out for Friday, January 17, 2020 at 9:00 a.m.

Ms. Dawson motioned to adjourn the meeting at 6:39 p.m., seconded by Mr. Brown. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

**MINUTES OF THE SPECIAL MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD FRIDAY, JANUARY 17, 2020 AT 9:00 AM**

DRAFT

Mayor Richard Rumpf called the meeting to order at 9:00 a.m.

PRESENT: Mayor Richard Rumpf, James Nelson, Donna Dawson, Clark Brown, Carleen Gomez – Deputy Clerk

ABSENT: Harvan Conrad, Attorney Kathy Stout

GUESTS: No guests were present at the meeting.

Mayor Richard Rumpf lead the gallery in reciting the Pledge of Allegiance.

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

**EXECUTIVE SESSION – THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:
MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:**

Mr. Nelson motioned to go into Executive Session at 9:01 a.m., seconded by Ms. Dawson.

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

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

The motion carried unanimously.

a. CLERK/TREASURER

- **MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION**
- **MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1**

Mr. Nelson motioned to come out of Executive Session at 9:11 a.m. and certified that the only matter discussed was the Clerk/Treasurer and no decisions were made, seconded by Ms. Dawson.

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

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

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION CONCERNING POSTING THE CLERK/TREASURER POSITION

Mayor Rumpf stated that the Clerk/Treasurer would be posted on the New Mexico Municipal League Website, in the El Defensor Chieftain, it would be posted around town and on the MagEBoard.

Ms. Dawson motioned to approve posting the Clerk/Treasurer position, seconded by Mr. Brown. The motion carried unanimously.

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

Mayor Rumpf took this time to let the Board know that the blue trash truck was having mechanical work done to it. He stated that it had the wrong starter in it which may have also damaged the computer. He stated that parts are coming in and it should be fixed by next week. He stated that the bill will be negotiable.

Mr. Nelson motioned to adjourn the meeting at 9:13 a.m., seconded by Ms. Dawson. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez, CMC
Deputy Clerk

Richard Rumpf
Mayor

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
106 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 1,000 gallons. 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.

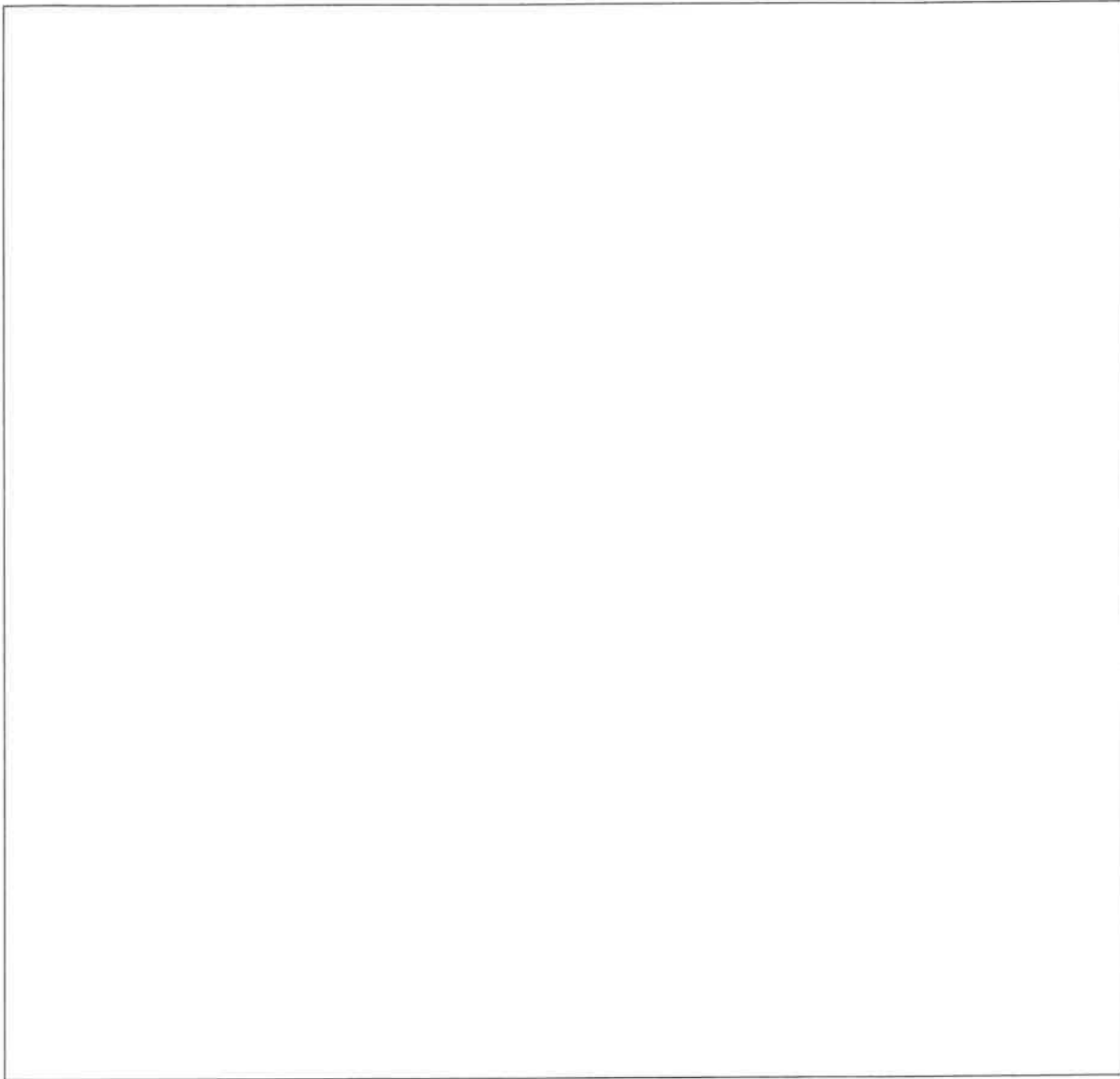
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

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

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

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

OWNER (name, address, phone number-include day/night/cell/fax)
Village of Magdalena
106 North Main
Magdalena, NM 87825
(p) 575.854.2261
(f) 575.854.2273

DUNS:
EIN/SSN:
PAYMENT ADDRESS: [] Same as above, or

EFFECTIVE DATES
 a. beginning _____ b. ending _____

INCIDENT NAME:
INCIDENT NUMBER:
RESOURCE ORDER NUMBER:
JOB CODE (P#) AND OVERRIDE:

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: **4W** Section: **31**

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 **\$ 11.00 per 1,000 gallons** per month. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$ 0, 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.

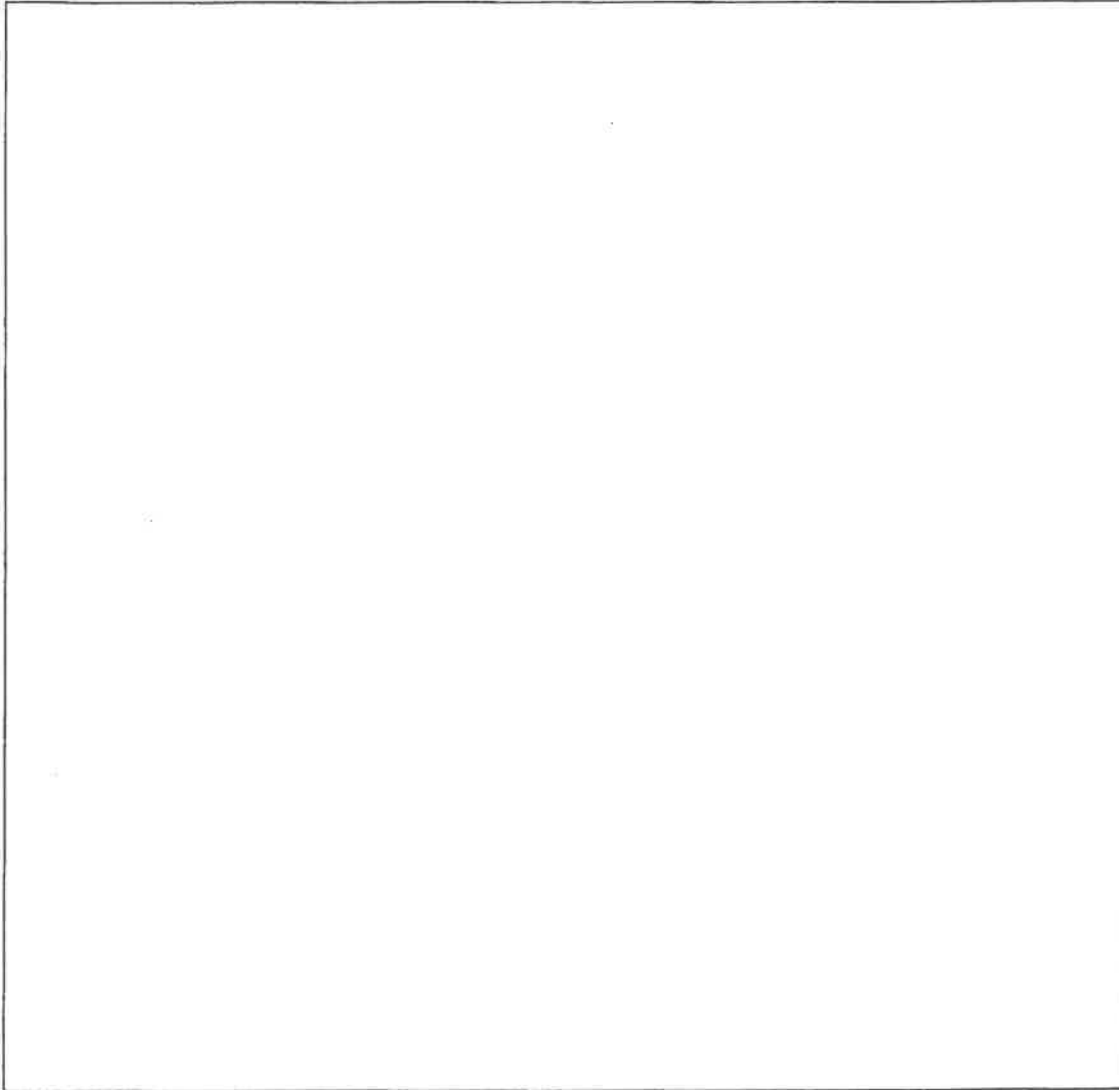
CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____

TERMS AND CONDITIONS: See attachment.

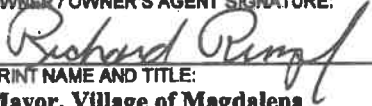
CHECKLIST(s): See attachment.

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: 3-13-19	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE: Mayor, Village of Magdalena 108 North Main Magdalena, NM 87825 PHONE NUMBER (if different from Owner's) 575.854.2261	PRINT NAME AND TITLE: Contract Specialist Cibola National Forest Supervisor's Office 2113 Osuna Road, NE Albuquerque, NM 87113-1001 PHONE NUMBER: 505-346-3806		

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
106 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:
PRINT NAME AND TITLE: Mayor, Village of Magdalena 108 North Main Magdalena, NM 87825 PHONE NUMBER (if different from Owner's) 575.854.2261		PRINT NAME AND TITLE: Contract Specialist Cibola National Forest Supervisor's Office 2113 Osuna Road, NE Albuquerque, NM 87113-1001 PHONE NUMBER: 505-346-3806	

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).
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- (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.)

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(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

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(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

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

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(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)



Village of Magdalena
108 N. Main Street
PO Box 145
Magdalena, NM 87825
P 575-854-2261 F 575-854-2273
www.villageofmagdalena.com

Job Posting

Deputy Marshal

The Village of Magdalena is accepting applications for a Full-Time Deputy Marshal. Salary range is dependent on qualifications and certifications. Qualifications include: applicant must be at least 18 years of age and a high school graduate or equivalent; applicant may be required to pass a written exam and physical agility test and a post-offer pre-employment physical, psychological and vision examination; and applicant must pass drug screening. Uncertified applicants must complete requirements of Law Enforcement Academy within 12 months. Job applications may be obtained by calling the Clerk's Office at 575-854-2261, on our website www.villageofmagdalena.com, by email mayor@villageofmagdalena.com or in person at 108 N. Main Street in Magdalena. Applications will be accepted until position is filled.

The Village of Magdalena is an Equal Opportunity Employer

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