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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 7 Ordinance/Resolution# 11-092 Council District:

For Meeting of October 18, 2010
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDS FROM THE U.S. FOREST SERVICE IN THE AMOUNT OF \$7,000.00, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2011 BUDGET.

PURPOSE(S) OF ACTION: To accept grant funding from the U.S. Forest Service to develop strategies for sustainable community planning.

Drafter and Staff Contact: Vincent Banegas		Department: Community Development		Phone: 528-3064	
Department	Signature	Phone	Department	Signature	Phone
Department Director		528-3067	Budget		541-2107
Grant Administration		541-2281	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: The U.S. Forest Service (USFS) current goals include investing in practices to protect, maintain, and enhance natural resources. They have, therefore, extended funding to the City of Las Cruces in close consultation with the Sustainability Office in order to perform a study on how to incorporate green building and sustainable living in the Las Cruces community. The grant funds will be used to pay a part-time student to assist in the implementation and conveying of sustainable and green infrastructure development concepts and best practices generated from the 2010 Green Infrastructure Conference held August 26, 2010. Also, the student selected will assist with additional research on related matters and in the coordination and organization of meetings, events and other activities as necessary.

These efforts will primarily be directed to the Smart Growth Implementation Assistance Program called Picturing El Paseo. To date, the visioning efforts for the El Paseo corridor include, among other things, ways by which "green infrastructure" may play a role in the future design concepts for the area.

If approved, the funds will be deposited into the 2761 Other Operating Grants Fund for the payment of a part-time co-op/intern student. The position will use \$5,940.00 of grant funds. The remaining \$1,060.00 will be used for supplies and printing costs associated in the conduct of stated activities.

The City Manager signed the Grant Application Package for submission to meet the short filing deadline, August 19, 2010. The grant agreement has been submitted and there is no official match requirement. However, a portion of the Community Development staff salary charged with coordinating tasks on the Picturing El Paseo project will count as the City's in-kind match. The salary and benefits for said match will be at least \$7,000, which is acceptable to the USFS.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" – Grant Application Package
3. Exhibit "B" – Grant Agreement 10-PA-11031600-077
4. Exhibit "C" – Budget Adjustment

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2761</u> in the amount of <u>\$7,000.00</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

The anticipated grant funding in the amount of \$7,000 will go toward payment of a part-time co-op/intern student position assisting with the Picturing El Paseo project. In fact \$5,940 will cover the personnel cost and the remainder, \$1,060.00 will be used for ancillary supplies for anticipated work. No official match is required for this grant however; USFS personnel have indicated that an in-kind match easily met from the salary (portion thereof) of the Community Development staff person coordinating project tasks will suffice. Therefore, no additional City monies are necessary for the utilization of this grant.

FUND SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
2761 – Other Operating Grants	2761-27184050-Various	\$7,000.00	0	\$7,000.00	Grant Project

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept funds in the amount of \$7,000.00 from the U.S. Forest Service to assist in the furtherance of sustainable green infrastructure best practices in ongoing projects.
2. Vote "No"; this will reject funds from the U.S. Forest Service and the City will void the grant agreement already executed.
3. Vote to "Amend"; limitations exist in that the contract is already executed.
4. Vote to "Table"; and direct staff accordingly.

REFERENCE INFORMATION

N/A

RESOLUTION NO. 11-092

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDS FROM THE U.S. FOREST SERVICE IN THE AMOUNT OF \$7,000.00, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT AGREEMENT, AND TO ADJUST THE FY 2011 BUDGET.

The City Council is informed that:

WHEREAS, the U.S. Forest Service is committed to investing in practices to protect, maintain, and enhance natural resources; and

WHEREAS, the U.S. Forest Service is extending funding to the City of Las Cruces in the amount of \$7,000.00 to facilitate dissemination of green building and sustainable living to best practices in the Las Cruces community; and

WHEREAS, the City of Las Cruces will also use the funds for supplies related to said effort.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the City of Las Cruces is authorized to apply for and accept grant funds in the amount of \$7,000.00 from the U. S. Forest Service and their partnering organizations.

(II)

THAT the Council does ratify the signature of the City Manager approving submission of the executed grant agreement to meet submission deadline.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010.

APPROVED

(SEAL)

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

City Attorney

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

Grant Acceptance Package

Grant Acceptance Verification and Signature

Opportunity Title: Green Infrastructure Planning and 2010 Conference

Offering Agency: U.S Forest Service

Opportunity Number: 10-PA-11031600-077

Amount Awarded: \$7,000.00

Performance Period: August 2010 – September 2011

Requesting Agency/Department: Sustainability/ Community Development

GAO – Grant Writer: Elizabeth Vega

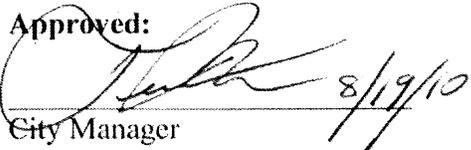
SUPPORT INFORMATION:

The U.S. Forest Service has extended funding to the City of Las Cruces Sustainability Office in the amount of \$7,000.00. The grant funds will be used to hire a part-time researcher to coordinate with the Sustainability Office successful strategies for green community planning. Attached is a copy of the grant agreement sent by the U.S. Forest Service as well as an updated budget worksheet. This will be going to City Council to apply and accept grant funds on September 20, 2010.

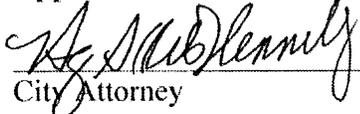
OPTIONS

1. Package to be returned to GAO.
2. Disagree, funding agreement to be returned to funder. Unsigned package to be returned to GAO.

Approved:


City Manager

Approved as to Form:


City Attorney

CMP #2 2 Effective 07/06/09: The City Manager may authorize the application for any grant with these exceptions
The grant award is anticipated to be in excess of \$50,000 and funding has not been appropriated as part of the current budget
The ARRA grant award is anticipated to be in excess of \$500,000 and funding has not been appropriated as part of the current budget
The acceptance of the grant will require City Council to adjust the current budget to appropriate matching funds
The grant requirements stipulate that the City will continue to operate and fund the project/program after the grant period is complete
The grant requirements stipulate that the City enter into a new Memorandum of Understanding or a Joint Powers Agreement with another entity



USDA, Forest Service

OMB 0596-0217
FS-1500-16

FS Agreement No. 10-PA-11031600-077
 Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
CITY OF LAS CRUCES
And The
USDA, FOREST SERVICE
SOUTHWESTERN REGION

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of Las Cruces, hereinafter referred to as "City," and the USDA, Forest Service, Southwestern Region, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended by the Consolidated Appropriations Act of 2008, Pub.L. 110-161, and the Omnibus Public Land Management Act, Pub.L. 111-11, Sec. 3001.

Background: The City of Las Cruces is committed to developing a robust public participation model that includes a deliberative planning and visioning process applicable not only to the corridor but to other areas of the City that share a similar demographic. The goal is a set of creative strategies to invite and maintain the participation of ethnically diverse, low-income populations and others that have had limited to no previous involvement in community planning and design. These strategies will be "beta-tested" in the El Paseo corridor, and ultimately applicable to the regional comprehensive planning process currently being developed (Vision 2040).

The project includes a workshop which will explore the use of green infrastructure in arid environments and promote interdisciplinary professional dialogue to increase awareness about Green Infrastructure (GI) and Low Impact Development (LID); Identify certain GI-LID approaches proven to perform in arid environments and strategies to increase their implementation; and Challenge other GI-LID approaches and discuss whether and how these issues might be overcome. Some challenges include climate pattern, soil characteristics, and regulatory environment (e.g., interstate compact, design standards).

Title: Green Infrastructure Planning and 2010 Conference

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to plan and host the Green Infrastructure Conference in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service has the responsibility for managing the Nation's 191 million acres of national forests and rangelands to ensure that forests provide for the protection, restoration and preservation of cultural and historic resources for future generations. In carrying out its functions, the Forest Service is responsible for increasing the knowledge, awareness, and appreciation of the Nation's national forests for all diverse groups that it serves.

The City of Las Cruces will host the Green Infrastructure Conference that will be useful to planners, engineers, contractors, developers, researchers architects/landscape architects, and government officials who are involved in any aspect of GI/LID, including policy development, regulation, finance, design, construction or maintenance. Continuing education credits for a variety of professional organizations are pending. Scheduled sessions include "EPA's Green Infrastructure Initiative and Stormwater Rulemaking," "Drainage Design: The Quantity/Quality Relationship," "Site Components of LEED Certification," "Trees are the 'Green' in Green Infrastructure," "Xeriscaping in Chihuahua, Mexico," "Construction Products and Techniques for Low Impact Development," and "GI/LID and Local Governments."

This project meets the objectives of the Forest Service Cooperative Forestry programs in that it results in:

- managing and enhancing the productivity of wildlife habitat, water quality, wetlands, recreational resources, and the aesthetic value of forest lands, to include urban forests;
- investing in practices to protect, maintain, and enhance the resources; and
- protecting urban forests from damage caused by insects, disease, and damaging weather.

It is in the interest of the parties to convey to the public the understanding of these priorities and how to work cooperatively toward reaching them in the mutual interest of both organizations and the public at large.

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

III. City SHALL:

- A. LEGAL AUTHORITY. City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Plan and host conference activities.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse City for the U.S. Forest Service's share of actual expenses incurred, not to exceed



\$7000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the City's monthly invoice. Each invoice from the City shall display the total project costs for the billing period, separated by U.S. Forest Service and the City's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the City's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. City's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'reimbursement'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

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

Send a copy to:

Macario Herrera
USDA Forest Service
Southwestern Region
333 Broadway Boulevard SE
Albuquerque, NM 87102
Phone: (505) 842-3344
E-Mail: (505) 842-3165

- B. Provide technical assistance as needed to monitor project activities with respect to the results of implementation to ensure success.

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



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

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Susan Lowell Project Program Lead 700 North Main Street Las Cruces, NM 88001 Telephone: (575) 528-3079 FAX: (575) 541-2105 Email: slowell@las-cruces.org	Auguie Henry III Grants Administrator 700 North Main Street Las Cruces, NM 88001 Telephone: (575) 541-2281 FAX: (575) 541-2105 Email: auhenry@las-cruces.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Macario Herrera Landowner Assistance Program Manager 333 Broadway Blvd, SE Albuquerque, NM 87102 Telephone: (505) 842-3344 FAX: (505) 842-3165 Email: macarioherrera@fs.fed.us	Carmen Melendez Grants & Agreements Specialist 333 Broadway Blvd, SE Albuquerque, NM 87102 Telephone: (505) 842-3199 FAX: (505) 842-3111 Email: cmelendez@fs.fed.us

- B. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by The U.S. Forest Service or the City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To the City, at the City's address shown in the agreement or such other address designated within the agreement.

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

- D. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.



- E. **ENDORSEMENT.** Any of the City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.
- F. **NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY.** City agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the City hereby willingly agree(s) to assume these responsibilities.
- Further, the City shall provide any necessary training to the City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- H. **NONDISCRIMINATION.** City shall comply with all applicable Federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, regulations, and policies. These include but are not limited to Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the bases of race, color and national origin; Title IX of the Education Amendments of 1972 which prohibits discrimination based on sex in educational programs and activities; Age Discrimination Act of 1975, as amended, prohibiting age discrimination; and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of disability.
- I. **ELIGIBLE WORKERS.** City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this instrument.

J. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

2. Accounting Records



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

3. Internal Control

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

4. Source Documentation

City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- K. AVAILABILITY OF FUNDS. U.S. Forest Service funds in the amount of \$ 7000.00 are currently available for performance of this instrument through **September 30, 2011**. The U.S. Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this instrument beyond **September 30, 2011**, until funds are made available to the U.S. Forest Service for performance and until the City receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- L. PRE-WARD COSTS. Pursuant to OMB Circular A-87, Attachment B, No. 31, pre-award costs incurred as of **August 01, 2010**, are hereby authorized under this instrument.
- M. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.
1. City shall apply the standards set forth in this Provision to account for program income earned under the agreement.
 2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income shall be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the City did not anticipate



at the time of the award must be used to reduce the Federal agency and the City's contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, the City shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
5. Unless the terms and conditions of the agreement provide otherwise, the City shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

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

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

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

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

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

O. **INSTRUMENT CLOSEOUT.** City shall close out the instrument within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.



Within a maximum of 90 days following the date of expiration or termination of this instrument, all financial performance and related reports required by the terms of the instrument must be submitted to the U.S. Forest Service by the City.

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

- P. **PROGRAM PERFORMANCE REPORTS.** City shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

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

- Q. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** City shall retain all records pertinent to this instrument for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. City shall provide access and the right to examine all records related to this instrument to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

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

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

City shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.



- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- S. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. City is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- " Cooperative & International Programs, Southwestern Region of the U.S. Forest Service, Department of Agriculture Green Infrastructure Conference."
- City may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- T. FUNDING EQUIPMENT. Federal funding under this instrument is not available for reimbursement of the City's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- U. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this instrument.
- V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

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



"This institution is an equal opportunity provider."

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

1. Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current instrument for the City's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

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

1. When the U.S. Forest Service and the City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the City shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the City for the United States Federal share of the non-cancelable obligations properly incurred by the City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.



- Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- Z. DEBARMENT AND SUSPENSION. City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- AA. MODIFICATIONS. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- BB. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through **September 30, 2011**, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- CC. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

TERRENCE MOORE, City Manager
City of Las Cruces

8/12/10
Date

FAYE L. KRUEGER, Deputy Regional Forester
U.S. Forest Service, Southwestern Region

8/23/10
Date

APPROVED AS TO FORM:
[Signature]
City Manager



USDA, Forest Service

OMB 0596-0217
FS-1500-16

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

Carmen Melendez
CARMEN MELENDEZ

8/23/2010
Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

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Attachment: **Exhibit A**

USFS Agreement No.:

10-PA-11031600-077

Mod. No.:

Cooperator Agreement No.:

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

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$599.73	\$5,925.00	\$7,029.85	\$0.00	\$13,554.58
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Printing	\$0.00	\$75.00	\$0.00	\$0.00	\$75.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$599.73	\$7,000.00	\$7,029.85	\$0.00	\$14,629.58
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs					\$0.00
Total	\$599.73	\$7,000.00	\$7,029.85	\$0.00	\$14,629.58
Total Project Value:					

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (c) = (f)	(f) 51.95%
Total Cooperator Share (c+d) ÷ (c) = (g)	(g) 48.05%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

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

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Program Manager		\$479.78	1.25	\$599.73
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$599.73
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Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

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

Non-Standard Calculation

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

Non-Standard Calculation

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

Non-Standard Calculation

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

Non-Standard Calculation

Total Other		\$0.00
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Current Overhead Rate	Subtotal Direct Costs			Total
	\$599.73			\$0.00
Total FS Overhead Costs				\$0.00



WORKSHEET FOR

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

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

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Salaries/Labor					
Standard Calculation					
Job Description		Cost/Hour	# of Hours		Total
P/T Co-Op Student	Salaries	\$15.00	396.00		\$5,940.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Salaries/Labor					\$5,940.00

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

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
GI 2010 Conference				
Materials	various	1.00	\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$1,000.00
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Printing

Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
	1.00	\$60.00		\$60.00

Non-Standard Calculation

	\$0.00
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Total Printing	\$60.00
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Other Expenses

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

Non-Standard Calculation

Total Other	\$0.00
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Subtotal Direct Costs	\$7,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$7,000.00		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$7,000.00
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WORKSHEET FOR

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

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

Standard Calculation					
Job Description		Cost/Hour	# of Hours		Total
Open Space Project					
Director, Susan Lowell	Salaries	\$23.83	295.00		\$7,029.85
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$7,029.85
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Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

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

Non-Standard Calculation

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

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

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

Non-Standard Calculation						
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Total Other						\$0.00
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Current Overhead Rate	Subtotal Direct Costs			Total
	\$7,029.85			\$0.00
Total Coop. Indirect Costs				\$0.00

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011**

FUND	DIVISION		FUND TYPE	
Other Operating Grants Fund 2761	Finance		Special Revenue	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
REVENUES				
554025-23001 Paso del Norte (Walk Doña Ana)	\$ 0	0		0
552014-23009 NMSU Airshow	0	0		0
553001-21003 Bookmobile-County	0	0		0
553002-33005 DAC Homeland Security Fire Grant	33,475	46,322		46,322
554002-16006 Resources for Children & Youth, Inc	731,339	1,319		1,319
27180030-551020-25010 US Dept. of Agriculture	0	0	7,000	7,000
Total Revenues	\$ 764,814	47,641	7,000	54,641
Total Resources	\$ 764,814	47,641	7,000	54,641
EXPENDITURES				
27205170-23001 Walk Doña Ana	\$ 0	0		0
27123040-23009 NMSU Airshow	0	0		0
27205180-21003 County Bookmobile	0	0		0
27167010-33005 DAC Homeland Security Fire Grant	33,475	46,322		46,322
27184030-16006 FYI Transitional Living Facility	731,339	1,319		1,319
27184050-25010 Green Infrastructure Planning	0	0	7,000	7,000
Total Expenditures	\$ 764,814	47,641	7,000	54,641
ENDING BALANCE	\$ 0	0	0	0