SFC CLERK RECORDED12/02/2004

SANTA FE COUNTY

RESOLUTION 2004 - 149

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on November 30, 2004 did request the following budget adjustment:

Department / Division: Fire Administration / Fire Prevention

Fund Name: General Fund Hazmat Grant (101)

Budget Adjustment Type: Increase

Fiscal Year: 2005 (July 1, 2004 - June 30, 2005)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0806	385	03-00	Budgeted Cash / Hazmat Grant	49,564.00	
TOTAL (if SUBTOTAL, check here ___)					49,564.00	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
101	0806	422	50-90	Contractual Services / Other Contractual Services	1,000.00	
101	0806	422	60-01	Supply Purchases / Field Supplies	4,700.00	
101	0806	422	70-39	Other Operating Costs / Subscriptions and Dues	400.00	
101	0806	422	80-03	Capital Purchases / Equipment & Machinery	43,464.00	
TOTAL (if SUBTOTAL, check here ___)					49,564.00	

Requesting Department Approval: Stan Holden **Title:** Chief, Santa Fe County Fire Dept. **Date:** 11/17/04

Finance Department Approval: [signature] **Date:** 11.19.04 **Entered by:** _____ **Date:** _____

County Manager Approval: _____ **Date:** _____

SFC CLERK RECORDED12/02/2004

Resolution requesting a budget increase to the General Fund (101) / Hazmat Grant Program

SANTA FE COUNTY

RESOLUTION 2004 - 149

DEPARTMENT CONTACT:
Name: Donna Morris **Dept/Div:** Fire Administration/Fire Prevention **Phone No.:** 992-3082

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.
  This request is to increase budget for the General Fund Hazmat Grant (101-0806-422) by carrying over cash previously budgeted from FY-01 through FY-04. It has been approved by the Grantor for the Fire Prevention and Emergency Preparedness Divisions purchase field supplies and equipment inclusive of subscriptions and contractual service in conjunction with the use of this equipment.

- 2) Why was this request not included in the fiscal year 2005 Operating Budget?
  During the preparation of the FY 05 Operating Budget Process, this information was unknown.

- 3) Is the transfer recurring or non-recurring and what are the future funding impacts of this request?
  This transfer is non-recurring. Future funding impacts, if any, will be covered by the Fire Protection Fund.

- 4) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, cite statute and attach a copy.
    This request is not a state special appropriation.
  - b) If this is a state or federal grant, cite grant name, number, award date and amount.
    Reference WIPP Isolation Pilot Project Joint Powers Agreement (copy attached)
  - c) If this request is a result of Commission action, please cite and attach a copy of supporting documentation.
    This request is not the result of Commission action.
  - d) Please identify other funding sources that can be used to match this request.
    All funding sources have been identified.

- 5) If this request impacts the Capital Purchases category, please detail items to be purchased and what they will be used for.
  The Fire Protection and Emergency Preparedness Divisions have been approved to purchase field computer equipment and a satellite phone system to enable these divisions to implement our WIPP and Hazardous Materials/WMD programs.

- 6) Does this request have an FTE impact for the department/division? If request increases FTE, include number of positions, position type (term, permanent, etc.), and the future funding impact and revenue source.
  This request will have no FTE impact.

SFC CLERK RECORDED12/02/2004

Resolution requesting a budget increase to the General Fund (101) / Hazmat Grant Program

SANTA FE COUNTY

RESOLUTION 2004 - 149

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 30th Day of November 2004.

Santa Fe Board of County Commissioners

Paul Campos, Chairperson

ATTEST:

Rebecca Bustamante, County Clerk

COUNTY CLERK REBECCA BUSTAMANTE SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTION
PAGES 8

I Hereby Certify That This Instrument Was Filed In Record On The 2ND Day Of December, A.D., 2004 at 2:
And Was Duly Recorded as Instrument # 1357107
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Rebecca Bustamante
County Clerk, Santa Fe, NM

Deputy Mercella

Approved As To Form.

By
for Stephen Ross, County Attorney

COPY FILE COPY

NEW MEXICO PUBLIC REGULATION COMMISSION
INSURANCE DIVISION
FIRE MARSHAL'S OFFICE
WASTE ISOLATION PILOT PROJECT
JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of March, 2001, by and between the Public Regulation Commission (PRC)/State Fire Board, State of New Mexico, acting on behalf of the State Fire Marshal's Office (SFMO), and Santa Fe County, hereinafter called the County. Pursuant to the Joint Powers Agreement Act, Sections 11-1-1 et seq. NMSA 1978, the common power to be exercised as follows:

WHEREAS, pursuant to Sections 59A-52-1 et seq. NMSA 1978, the SFMO has the power to coordinate with local public bodies to train firefighters.

WHEREAS, in the Cooperative Agreement between the State of New Mexico and the U.S. Department of Energy (DOE), the SFMO in coordination with the New Mexico Radioactive Waste Consultation Task Force (74-4A-6 et seq. NMSA 1978), hereinafter called the Task Force, is provided funding to address emergency response preparedness as it pertains to the transport of hazardous materials under the Waste Isolation Pilot Plant (WIPP) project.

NOW, THEREFORE, the parties hereto do mutually agree that the method by which this purpose shall be accomplished is as follows:

ARTICLE I - SCOPE OF WORK

A. The County agrees that it will implement, in all respects, the activities outlined in this project. The overall objective of this JPA is the enhancement of the County's response capability as it pertains to the transportation of hazardous materials, specifically WIPP shipments. The County shall:

1. Develop and implement a hazardous materials emergency response training program, including response protocols (suggested participants - firefighters, EMS providers, law enforcement officers, dispatchers, and other county workers as appropriate). The design of this program must be such that it will enhance the response capability of emergency responders as it pertains to hazardous materials without negatively impacting on other areas of response training. As a minimum, the program should focus on providing OSHA 29CFR 1910.120 compliant awareness level training for personnel that may come upon an incident while performing their normal duties; and operations level training for responders who will be likely to respond to an incident to take defensive actions to protect nearby persons, property, or the environment. *Training must include instruction on the State Hazardous Materials Emergency Response (HMER) Plan*

SFC CLERK RECORDED 12/02/2004

and emergency response as it applies to an incident involving a WIPP shipment.

2. Agree to develop and implement mutual or automatic aid agreements among adjacent fire districts and, if feasible, with municipal departments to facilitate timely, adequate response. The mutual aid agreements do not have to solely pertain to hazardous materials response.

3. Demonstrate proficiency as it pertains to hazardous materials emergency response through mutually agreed upon participation in drills and/or exercises conducted by the Task Force. Equitable payment of expenses associated with full-scale exercises will be negotiated between the County and the SFMO in coordination with and assistance from the Task Force prior to finalization of exercise planning. Such expenses are intended to be paid by the State through a member State agency of the Task Force, but be funded separately from this JPA.

B. The SFMO, in coordination with and assistance from the Task Force, will:

1. Provide funding up to the amount stated in Article VII to help offset expenses incurred by the County in the development and implementation of the program.

2. Render assistance in the development and implementation of the program.

ARTICLE II - LENGTH OF JPA

This Agreement shall not become effective until approved by the Secretary of the New Mexico Department of Finance and Administration. This Agreement shall remain in effect perpetually unless terminated pursuant to Articles III or IV below.

ARTICLE III - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination.

ARTICLE IV - APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient funding being provided by DOE to the State of New Mexico. If DOE does not provide sufficient funds, this Agreement shall terminate upon written notice being given by the SFMO to the County.

SFC CLERK RECORDED 12/03/2004

ARTICLE V - AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration.

ARTICLE VI - ALLOWABLE EXPENDITURES

A. The County may use funds for training-related expenses, including course tuition, course materials, training aids, travel, per diem, and instructor salaries, that are incurred for the purpose of enhancing its hazardous materials emergency response capability as defined under Article I above.

B. The County must have prior written approval from the SFMO WIPP program manager for any equipment purchases. Equipment purchase requests must be submitted in writing to the SFMO.

ARTICLE VII - METHOD OF PAYMENT

A. Pursuant to the agreement between the State and DOE, the PRC/SFMO shall advance to the County funds in the amount of $ ***15,000.00*** on an annual basis.

B. It is understood and agreed that funds must be expended in the amounts and for the purposes designated in this JPA. Should any portion of the funds paid hereunder by the PRC/SFMO for the purpose designated remain unexpended after all conditions of this JPA have been satisfied, the unexpended funds shall revert to the SFMO/PRC for disposition.

ARTICLE VIII - CERTIFICATION

The County hereby assures and certifies that it will comply with State regulations, policies, guidelines and requirements with respect to the acceptance and use of the funds to be provided under this agreement. Also, the County gives assurances and certifies that:

A. It has the legal authority to receive and expend the funds.

B. It will finance any costs of the project(s) over the amount set forth in Article VII.A., including all project overruns.

C. It will comply with the State Procurement Code (or local procurement code, where applicable) and will keep files of all related procurement documents, including but not limited to: requests for professional services, advertisements, minutes of pertinent meetings, selection and award criteria contracts, subcontracts and agreements.

SFC CLERK RECORDED 12/03/2004

D. It shall not at any time convert any property acquired or developed pursuant to this Agreement to uses other than those specified in the scope of work as defined in Article I.

E. At the termination of this Agreement, it shall own any property acquired as the result of the joint exercise of power.

F. No member, officer, or employee of the County (or its designees or agents), no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter), shall have any interest (direct or indirect) in any contract or subcontract (or the process thereof) for work to be performed in connection with the program assisted under the Agreement. The County shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this certification.

ARTICLE IX - QUARTERLY REPORTS

The County shall submit written quarterly reports summarizing accomplishments under this program for the previous three months. As a minimum, the reports will include number of responders trained, type or level of training, equipment purchased, and copies of finalized emergency response plans/protocols as identified under Article I. Reports will be due to the SFMO on or before September 30, December 31, March 31, and June 30 of each year.

ARTICLE X - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

The County shall keep such records an will fully disclose the amount and disposition of the total funds from all sources budgeted for the project, the purpose for which such funds were used, and such other records as the SFMO shall prescribe. The County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to the Department of Finance and Administration and the SFMO upon request, and shall maintain all such records for a period of six (6) years following completion of all the conditions of this Agreement.

ARTICLE XI - COUNTY REPRESENTATIVE

The County hereby designates the person listed below as the official representative responsible for the project.

Name: Hank Blackwell Title: Santa Fe County Fire Marshal

Address: 14 Fire Place, Santa Fe, N.M. 87505 Telephone: (505) 992-3076

SFC CLERK RECORDED 8/02/2010

IN WITNESS WHEREOF, the parties have herein below set their hand.

COUNTY

By: _____
(Signature)

HANK BLACKWELL
(Type or Print Name)

SANTA FE COUNTY FIRE MARSHAL
(Title)

02/21/01
(Date)

STATE PUBLIC REGULATION COMMISSION

By: _____
(Signature)

BERNARD E. PADILLA
(Type or Print Name)

ASD Director
(Title)

5-17-01
(Date)

APPROVED BY:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ 6/19/01
(Signature)

Thomas C. Ford
(Type or Print Name)

Deputy Secretary
(Title)

6/20/01
(Date)

SFC CLERK RECORDED 12/03/2001