



Board of Education

Nancy Hooker, President; Megan M. Mitchell, Vice-President;
Kari M. Jaramillo, Secretary; Dollie O'Neill, Member; Kaycee Sandoval, Member
Adán Estrada, Superintendent

Board of Education
Special Meeting

Friday
May 27, 2022
10:00 am

LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE

Vision

*To inspire our students to realize their
individual potential in an ever-changing world*

Mission

*Cimarron Municipal Schools will work hand-in-hand with our families
and community to provide our students the experience of a safe and
challenging educational environment through staff who know and nurture every child*

Cimarron School District is a PREMIER school



with familia at its core

CIMARRON MUNICIPAL SCHOOLS

165 N. COLLISON AVE., CIMARRON NM, 87714
(575) 376-2445 (575) 376-2442-FAX

CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

SPECIAL MEETING AGENDA

LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE

Friday, May 27, 2022
10:00 am

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Consider Approval of Agenda (Action)
- V. Information Regarding the Use of Facilities for Fire Personnel
- VI. Next Regular School Board Meeting Agenda Items
- VII. Adjournment

The next Regular School Board Meeting is scheduled for Wednesday, June 8, 2022; Meeting Time – 6:30 pm.

Persons from the same group and having similar viewpoints are asked to select a spokesperson to speak on their behalf. Multiple and repetitious presentations of the same view will be discouraged. Public Comments and Observations regarding non-agenda items that fall within the purview of the Cimarron Board of Education are heard at this time. Comments regarding matters under litigation will not be allowed and no action will be taken on items presented but may be referred to staff or others. The School Board Members and Superintendent may travel together, however, no school business will be discussed or action taken.

This is an open meeting and the citizens of the Cimarron Municipal School District are invited to attend. Notice: Individuals with disabilities who need any form of auxiliary aid to attend or participate at this meeting are to contact the Superintendent at 575-376-2445 as soon as possible.

EMERGENCY FACILITIES & LAND USE AGREEMENT

rev. 05/2021

INCIDENT AGENCY (name, address, phone number)
USDA Forest Service
At-Incident Management Support Branch (AIMS)
1617 Cole Boulevard
Lakewood, CO 80401

**AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS
RELATING TO THIS AGREEMENT**
AGREEMENT NUMBER:
1202RZ22K4033

EFFECTIVE DATES
a. beginning: **05/18/2022** b. ending: **End of Incident**

OWNER (name, address, phone number-include day/night/cell)
Cimarron Independent School District
DBA Cimarron Municipal Schools
165 N Collison Ave
Cimarron, NM 87714
POINT OF CONTACT (if applicable): Adon Estrada
EMAIL: aestrada@cimarronschools.org
PAYMENT ADDRESS: Same as above, or _____
DUNS: CE7CGVFWPJM9
REGISTERED IN SAM.GOV: Yes or No, Vendor Code
Information Worksheet attached
EIN/SSN (only if not in SAM):
County: Colfax State: NM Township: _____ Range: _____ Section: _____

INCIDENT NAME: **CALF CANYON**
INCIDENT NUMBER: **NM-SNF-000028**
RESOURCE ORDER NUMBER: **S-8085**
MODIFICATION No/DATE: _____
MODIFICATION CO Initials: _____

TYPE OF CONTRACTOR ("X" APPROPRIATE BOXES):

- SMALL BUSINESS LARGE BUSINESS SMALL DISADVANTAGED OWNED WOMEN OWNED HUBZONE
 SERVICE-DISABLED VETERAN PUBLIC ENTITY GOVERNMENT OTHER

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as Incident Command Post – Forward Operating Base

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. (attach separate sheet if more space is necessary)

The use of Eagle Nest Elementary School at 200 Lake St., Eagle Nest NM to include the southwestern quadrant of the facility, the gymnasium, classrooms, library, and restrooms.

Full parking lot NW portion of the property "DOT lot" approximately full city block in size

&

3 parking lots on the corner of Lake Street and Second Street.

Property is to be used as a Forward Operating Base (FOB) for the Calf Canyon Fire to include facilities, sleeping, parking.

RATE: For each day that the land/facilities are used, the Government will pay the rate of \$1,000/day or as indicated below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$N/A, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$100,000. Payment shall be in accordance with the incident Agency payment procedures.

Rate breakout: _____

UTILITIES AND SERVICES:

- The above rate includes utility charges for the following: DIESEL 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 (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, 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.

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.

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.

OTHER: Describe in detail: N/A.

TERMS AND CONDITIONS: See attachment.

INSURANCE/ INDEMINIFICATION: The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the Cimarron Municipal Schools, from any and all claims, liabilities, losses, damages, charges, etc. The Cimarron Municipal Schools does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The Cimarron Municipal Schools will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

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.

FEDERAL ACQUISITION REGULATION CLAUSES:

- 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): www.arnet.gov/far/ or www.usda.gov/procurement/policy/agar.html
- FAR 52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2022)
- FAR 52.222-3 Convict Labor (June 2003)
- FAR 52.232-1 Payments (APR 1984)
- FAR 52.232-11 Extras (APR 1984)
- FAR 52.232-17 Interest (MAY 2014)
- FAR 52.232-25 Prompt Payment (JAN 2017)
- FAR 52-233-1 Disputes (MAY 2014) ALT I (DEC 1991)
- FAR 52.243-1 Changes—Fixed Price (AUG 1987)ALT I(APR 1984)
- FAR 52.249-4 Termination for the Convenience of the Government (Services)(Short Form)(APR 1984)
- FAR 52.249-8 Termination for Default (Fixed-Price Supply and Service)(APR 1984)

Loss, Damage or Destruction: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	CONTRACTING OFFICER'S SIGNATURE:	DATE:
PRINT NAME AND TITLE:		PRINT NAME AND TITLE: James Batty Contracting Officer	
PHONE NUMBER:		PHONE NUMBER: 541-797-4794	
EMAIL:		EMAIL: james.batty@usda.gov	

ATTACHMENT 1

PRE-USE INSPECTION: Description or photos/ condition immediately prior the Government's occupancy. Refer to attached checklist.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
----------------------------------	-------	-----------------------------------------	-------

PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
-----------------------	-----------------------

POST-USE INSPECTION: Description of photos/ condition immediately following the Government's occupancy.

NO DAMAGE NO CLAIMS

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT/ EMPLOYEE'S SIGNATURE:	DATE:
----------------------------------	-------	-----------------------------------------	-------

PRINT NAME AND TITLE:	PRINT NAME AND TITLE:
-----------------------	-----------------------















