



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE October 25, 2024

TO Governing Body

VIA John Blair, City Manager

FROM Regina Wheeler, Public Works Director
Emily Oster, Finance Director

Regina Wheeler

Regina Wheeler (Oct 29, 2024 16:58 MDT)

Emily K. Oster

ACTION

Request for Approval of Amendment #3 to the Intergovernmental Services Agreement With North Central New Mexico Economic Development District for Fiscal Agent Services Item #23-0688 to Add 2024 Capital Appropriations to the Agreement. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

BACKGROUND

At the December 13, 2023, regular meeting the Governing Body approved an Intergovernmental Services Agreement with North Central New Mexico Economic Development District (NCNMEDD) for Fiscal Agent Services for the 2021 capital appropriations due to requirement from New Mexico Department of Finance and Administration (DFA).

Amendment #1 added 2022 and 2023 capital appropriations to the scope based on DFA requirements, and lowered NCNMEDD fee from 3% to 1%.

Amendment #2 added 2023 "Junior Bill" capital projects to the fiscal agent agreement scope of work.

Amendment #3 adds 2024 Capital Appropriations to the scope of work so that the City may utilize these appropriations for community benefit. List of appropriation is shown on Exhibit A of the Amendment.

Note that the City pays the fiscal administrator a fee as funds are spent and pursued for reimbursement from the grant, not on the full grant amount. If and when the City no longer needs fiscal agent services, it may terminate the agreement with 30 days' notice.

Attachments

Original Agreement

Amendment #1

Amendment #2

Amendment #3 for approval



INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe (“City”) to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below (“Projects”);

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District (“NCNMEDD”) in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRADES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.
2. City Role and Responsibilities
- City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at **three percent (3%)** of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023,
BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

AW

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

GC
Geraldyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK *XIV*
GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract# _____
Original Contract Item# 23-0688 _____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688**

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:


NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

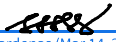


MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20, 2024

ATTEST:


GERALYN CARDENAS (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	\$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	\$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	\$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	\$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	\$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	\$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	\$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	\$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	\$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	\$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	\$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	\$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	\$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	\$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	\$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	\$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	\$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	\$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	\$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	\$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	\$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	\$ 350,000	6/30/2027	DOT	General Fund



INTERGOVERNMENTAL SERVICES AGREEMENT
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FOR FISCAL AGENT SERVICES

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WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District (“NCNMEDD”) in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

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A. PURPOSE

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F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
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Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.
2. City Role and Responsibilities
- City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at **three percent (3%)** of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023,
BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

AW

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

GC

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Emily K. Oster

Finance Director

Munis Contract# _____
Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688**

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

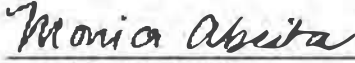
IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Apr 11, 2024 21:17 MDT)
ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD



MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE: _____

ATTEST:


GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 04/10/2024 *XIV*

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Apr 4, 2024 09:38 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR

EXHIBIT B

23-2119198	for Santa Fe to purchase security cameras and security systems at municipal parks	\$ 95,000.00
23-2119300	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	\$ 125,000.00
23-2119401	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	\$ 75,000.00

**CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688**

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	\$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	\$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	\$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	\$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	\$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	\$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	\$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	\$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	\$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	\$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	\$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	\$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	\$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	\$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	\$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	\$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	\$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	\$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	\$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	\$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	\$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	\$844,470	30-Jun-2026	DFA	General Fund



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any):

Contractor: North Central New Mexico Economic Development District

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: Fiscal Agent Services for the City of Santa Fe

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: upon approval Term End Date: one month after reversion date Total Contract Amount: 1% of dollar amount expended

Approved by Council (If over the City Manager's approval threshold, you must go through GB) 12/13/23

Contract / Lease:

1.b Amendment #: Two to the Original Contract/Lease # 23-0688

Increase/(Decrease) Amount \$: 1% of dollar amount expended, approx. \$3,200

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: Adds services for three 2023 Junior Bill appropriations.

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original agreement item 23-0688 approved by GB on 12/13/23

Amendment one approved by GB on 3/13/24

3. Procurement History: Exempt NMSA 1978, 13-1-98A

[Signature] Purchasing Officer Review: _____ Date: Apr 5, 2024

Comment & Exceptions: _____

4. Funding Source: General Fund 100 Org / Object: 1001501.510300

Andy Hopkins Budget Officer Approval: _____ Date: Apr 5, 2024

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: _____ Phone #: _____

To be recorded by City Clerk: _____ Email: _____

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

DUTTON-LEYDA, TRAVIS K.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, March 6, 2024 9:21 AM
To: TAPIA, ERMINIA M.
Subject: RE: Amendment to Fiscal Agent Services agreement for NCNMEDD- for meetings next week 2/26 and 2/28

Government to government agreements are exempt per NMSA 1978, Section 13-1-98 A.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

Portion of Scope:

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

NCNMEDD Fiscal Agency Services:

Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are

City of Santa Fe, New Mexico

memo

Date: Wednesday, March 06, 2024

To: Travis Dutton-Leyda, Chief Procurement Officer

From: Erminia M. Tapia, Administrative Manager

Subject: Exemption Determination Request, NCNMEDD Fiscal Agent Services

The Finance Department respectfully request exempt determination to be approved by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for the following scope of work (SOW):

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;

- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and
- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities

City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

City of Santa Fe follows the New Mexico State Procurement Code NMSA 1978, Sections 13-1-28 through 13-1-199 & City of Santa Fe Procurement Manual (CoSFPM).

NMSA 1978, Section 13-1-98 A / CoSFPM, Item VI. 1

Procurement of items of tangible personal property or services by the City from a state agency, a local public body or external procurement unit except as otherwise provided in NMSA 1978, §13-1-135 to §13- 1-137;

Amount: \$60,000.00

Term: 06/30/2025

Approved Exemption



Travis Dutton-Leyda, Chief Procurement Officer