



Agenda

Regular Meeting of the Quality
of Life Committee
July 23, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
6. Action Items: Consent Agenda
 - a. Request for Approval of the July 2, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/23/2025
 - b. Request for Approval of Amendment No. 2 to the Lease Agreement, Dated February 18, 1987, As Amended, with Challenge New Mexico to Remove the Requirement for Construction of Group Homes and Assign the Agreement to The Life Link, Contingent Upon the City Receiving Confirmation of the Sale and Transfer of Challenge New Mexico's Improvements on the Leased Property to The Life Link. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/23/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025
 - c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$3,400,000 from General Fund Balance to Grants and Services for Urban Alchemy Street Outreach and Community-Based Public Safety Services and Shelter Management Services. (Henri Hammond-Paul, Director, Community Health and Safety; hhammondpaul@santafenm.gov)

Committee Review:

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- d. Request for Approval of Retro-Active Amendment No. 1 to General Services Contract Item #24-0490 With Interfaith Community Shelter to Increase the Compensation by \$780,000 for a New Total Amount of \$1,530,000 and Extend the Term through June 30, 2026, to Provide Case Management and Property Management Services for Consuelo's Place Shelter. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- e. Request for Approval of General Services Contract with Trane USA for the Purchase and Installation of Santa Fe Community Convention Center Boilers in the Total Amount of \$507,148.38 for a Term Ending June 30, 2026. (Randy Randall, Tourism Santa Fe Executive Director; rrandall@santafenm.gov)

Committee Review:

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- f. Request for Approval of a New Mexico Tourism Department Cooperative Marketing Grant Agreement #26-418-1003001000-34 in the Amount of \$208,955 for Fiscal Year 2026 Term. (Randy Randall, Tourism Santa Fe Executive Director; rrandall@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) to Allocate Funding in the Amount of \$44,283 for the Marketing Cooperative Agreement.

Committee Review:

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- g. Request for Approval of a Memorandum of Agreement with Santa Fe County Outlining the City and County's Responsibilities for the November 4, 2025, Regular Local Election as it Relates to Municipal Candidates Seeking Public Campaign Financing. (Andréa Salazar, City Clerk/Director of Community Engagement; asalazar@santafenm.gov)

Committee Review:

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- h. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Pilar Faulkner, Councilor Lee Garcia, and Councilor Amanda Chavez)
A Resolution Proposing a Ballot Question to be Submitted to the City of Santa Fe Voters During the November 4, 2025, Regular Local Election, Regarding Amending the City's Charter to Require Governing Body Consent Before a Mayor Can Remove a City Manager, City Attorney, or City Clerk. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/25/2025

Public Works and Utilities Committee: 06/30/2025 **POSTPONED TO JULY 21, 2025, PUBLIC WORKS AND UTILITIES COMMITTEE MEETING**

Quality of Life Committee: 07/02/2025 **RESCHEDULED TO JULY 23, 2025, DUE TO PROCEDURAL RULE IV(C)(f)(ii)**

Finance Committee: 07/07/2025 **RESCHEDULED TO JULY 28, 2025, DUE TO PROCEDURAL RULE IV(C)(f)(ii)**

Governing Body: 07/09/2025 **RESCHEDULED TO JULY 30, 2025, DUE TO PROCEDURAL RULE IV(C)(f)(ii)**

Public Works and Utilities Committee: 07/21/2025

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- i. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Pilar Faulkner, Councilor Amanda Chavez, Councilor Lee Garcia)
A Resolution Proposing a Ballot Question to be Submitted to the City of Santa Fe Voters During the November 4, 2025, Regular Local Election, Regarding Amending Articles VI, Section 6.02 and VII, Section 8.04 of the City's Municipal Charter to Allow Five Councilors to Suspend or Remove the City Manager, City Attorney, and City Clerk at a Regularly Scheduled Meeting. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:

Governing Body (Introduction): 07/09/2025

Public Works and Utilities Committee: 07/21/2025

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025

Governing Body: 07/30/2025

- j. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Signe Lindell)
A Resolution Authorizing the Consumption of Wine During the Santa Fe Wine

and Chile Fiesta's Grand Tasting on the Last Saturday of September for the Years 2025-2029, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:

Governing Body (Introduced): 07/09/2025

Quality of Life Committee: 07/23/2025

Governing Body: 07/30/2025

- k. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Signe Lindell)

A Resolution Authorizing a Tasting Event and the Consumption of Beer, Wine, Cider, and Mixed Beverages that Include Liquor During the Santa Fe Wine and Chile Fiesta's Chile Friday Event on the Last Friday of September, for the Years 2025-2029, Pursuant to Subsections 23-6.3(B)(7) and 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:

Governing Body (Introduced): 07/09/2025

Quality of Life Committee: 07/23/2025

Governing Body: 07/30/2025

- l. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Lee Garcia and Mayor Alan Webber)

A Resolution Approving the Updated Santa Fe Trails Agency Safety Plan and Directing its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:

Governing Body (Introduced): 07/09/2025

Public Works and Utilities Committee: 07/21/2025

Quality of Life Committee: 07/23/2025

Governing Body: 07/30/2025

- m. CONSIDERATION OF RESOLUTION NO. 2025-____ (Mayor Alan Webber)

A Resolution Approving Budget Amendments and Associated New Mexico Department of Finance and Administration/Local Government Division Schedules Summarizing the Fourth Quarter Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Fourth Quarter Budget Amendments for Fiscal Year 2025. (Andy Hopkins, Senior Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:

Public Works and Utilities Committee (Introduced): 07/21/2025

Quality of Life Committee: 07/23/2025

Finance Committee: 07/28/2025
Governing Body: 07/30/2025

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Wednesday August 6, 2025
13. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, JULY 2, 2025, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order by Councilor Amanda Chavez, Chair, at 5:00 pm on July 2, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, NM.

2. ROLL CALL

MEMBERS PRESENT

Councilor Amanda Chavez
Councilor Michael Garcia
Councilor Alma Castro
Councilor Pilar Faulkner

MEMBERS ABSENT

Councilor Jamie Cassutt, excused

OTHERS PRESENT

Marcella Apodaca, Committee Liaison
Henri Hammond-Paul, Director, Community Services
Elisa Montoya, Director, Community Development Director

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the agenda as amended.

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

Item 6 C and D were pulled for discussion.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the consent agenda as amended.

VOTE The motion passed on a voice vote.

5. PRESENTATIONS

None.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE JUNE 18, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN.

Approved on consent.

C. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION, REGARDING AMENDING THE CITY'S CHARTER TO REQUIRE GOVERNING BODY CONSENT BEFORE A MAYOR CAN REMOVE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK.

This item was pulled due to a change in the Committee Review Schedule. The new schedule is as follows:

Public Works and Utilities Committee: 07/21/2025

Quality of Life Committee 07/23/2-25

Finance Committee: 07/28/25

Governing Body: 07/30/2025

D. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION ADOPTING THE CITY OF SANTA FE'S 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the Resolution.

VOTE The motion passed on a roll call vote as follows:

Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Faulkner, yes; Chair Chavez, yes.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

Heard.

11. MATTERS FROM THE CHAIR

None.

12. NEXT MEETING: WEDNESDAY, JULY 23, 2025

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 5:52 pm.

Councilor Amanda Chavez, Chair

Elizabeth Martin

Elizabeth Martin (Jul 9, 2025 17:01 MDT)

Elizabeth Martin, Stenographer



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: July 9, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life Committees

Via: Johanna Nelson, Director, Office of Economic Development

JN

From: Terry Lease, Asset Development Manager, Office of Economic Development *TL*

Nina Nguyen, Asset Development Associate, Office of Economic Development *NAN*

Subject: Amendment #2 to Lease Agreement between City of Santa Fe and Challenge New Mexico to Assign the Agreement to The Life Link

Vendor Name: Challenge New Mexico and The Life Link

Vendor Number: 1333 (CNM) and 1340 (TLL)

ITEM AND ISSUE:

The Office of Economic Development, Asset Development, respectfully requests your review and approval of Amendment #2 to the City of Santa Fe Amended Lease Agreement (574384) dated February 18, 1987, (the "1987 Agreement"), as amended, between the City of Santa Fe and Challenge New Mexico to, among other things, assign the Agreement to The Life Link. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov).

CONTRACT NUMBER:

The Original Lease Number is 574384, as amended.

BACKGROUND AND SUMMARY:

In 1983 the City of Santa Fe ("City") was the sole owner of a tract of land known as Disposition Parcel D-73-3, currently identified as 631, 633 and 635 Agua Fria Street, Santa Fe, New Mexico. In 1983 the City and Challenge New Mexico ("Lessee"), a New Mexico non-profit corporation formerly known as the Santa Fe Association for Retarded Citizens, entered into a lease agreement for land ("1983 Agreement"), which allowed Lessee to build "group homes for the mentally and physically handicapped." Under the

terms of Ordinance No. 48, 1985, the City deeded a portion of Disposition Parcel D-73-3, identified as 631 Agua Fria, to Lessee; leaving the City as sole owner of the land only under a duplex with the address of 633 & 635 Agua Fria.

On February 18, 1987, the City and Lessee entered into the 1987 Agreement that replaced the 1983 Agreement and provided for Lessee’s continued occupancy of the City owned land (633 & 635 Agua Fria). Currently, Lessee owns two residential duplexes, one on the City owned land (633 and 635 Agua Fria) that is the subject of the Agreement and one on Lessee owned land (631 Agua Fria, Units A & B).

The termination date of the 1987 Agreement is September 30, 2042 (60-year lease) and the rent is set at one dollar per year. Improvements on the land were financed by a Housing and Urban Development mortgage to serve the developmentally disabled.

Lessee’s mission has transformed over the years and they now focus on providing therapeutic horseback riding opportunities for people with special needs and disabilities; it is no longer Lessee’s mission to provide group home living situations for the disabled community. As a result, Lessee now desires to sell and transfer the improvements that were erected on the City owned land, and assign the 1987 Agreement, to The Life Link, who has funding to renovate and rehabilitate the now unoccupied improvements.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins Date: 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

- Amendment 2
- Insurance Certificate
- Real Property Determination
- Amendment 1 + Amended Lease Agreement

CITY OF SANTA FE
AMENDMENT #2 TO AMENDED LEASE AGREEMENT

This Amendment No. 2 (the "Amendment") to the City of Santa Fe Amended Lease Agreement (574384) dated February 18, 1987, (the "Agreement"), as amended, is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("City") and CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee").

WHEREAS, The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and

WHEREAS, Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and

WHEREAS, In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A (633 & 635 Agua Fria); and

WHEREAS, on July 27, 2022 the parties amended the Agreement to update Lessee's business name and update the status of a sublease; and

WHEREAS, Lessee desires to sell and transfer the improvements that were erected on the leased property to The Life Link who has funding to renovate and rehabilitate the improvements; and

WHEREAS, on May 22, 2025, the City received a letter signed by both the Lessee and The Life Link requesting the assignment of the Agreement to The Life Link ("Assignee").

AMENDMENT:

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. Section 2 (Term of Lease) of the Agreement is hereby amended to delete the following:

".....of group homes for the mentally and physically handicapped citizens..."

2. City, as Lessor, hereby gives its written consent as provided for in Section 4 (Use of Leased Premises, or Use), for Lessee to use or permit the Leased Premises or any part thereof to be used for purposes other than group homes for the mentally and physically handicapped. The Leased Premises shall be utilized for emergency and transitional housing, as well as related support services, for survivors of human trafficking. Any other use shall be subject to the prior written consent of Lessor.
3. Section 11 (Right to Sublease) of the Agreement is hereby deleted in its entirety and replaced with the following:

11. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

4. The City hereby approves of the assignment of the Agreement as provided for in Section 11 (Sublease, Assignment or Transfer), by Lessee ("Assignor") to The Life Link, a New Mexico non-profit organization ("Assignee"). The assignment is contingent upon the City receiving confirmation of the sale and transfer of Lessee's improvements on the leased property to Assignee as evidenced by a deed duly recorded in the Office of the County Recorder.
5. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Agreement, including any and all prepaids and other rights or entitlements of Lessee under the Agreement, subject to all of the terms, covenants, conditions and provisions of the Agreement. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Agreement. Assignee agrees to be bound by each and every provision of the Agreement as if it had executed the same.
6. Contingent upon the City receiving confirmation of the sale and transfer of Lessee's improvements on the leased property to Assignee as evidenced by a deed duly recorded in the Office of the County Recorder, Lessee's contact in Section 18 (Correspondence) of the Agreement is hereby deleted and replaced with the following:

LESSEE:
The Life Link
Attn. Executive Director
2325 Cerrillos Rd.
Santa Fe, NM 87505

Except as specifically provided in this Amendment #2, the Agreement shall remain in full force and effect, in accordance with its terms.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the dates set out below.

LESSOR: CITY OF SANTA FE

LESSEE/ASSIGNOR: CHALLENGE NEW MEXICO

ALAN WEBBER, MAYOR

carlos Caceres
[carlos Caceres \(Jul 9, 2025 13:57 MDT\)](#)

CARLOS CACERES, EXECUTIVE DIRECTOR

ATTEST:

ASSIGNEE: THE LIFE LINK

ANDRÉA SALAZAR, CITY CLERK

Michael DeBernardi

MICHAEL DEBERNARDI, CEO

CITY ATTORNEY'S OFFICE:

Pm

ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

EMILY OSTER, FINANCE DIRECTOR
Object Org. Code 2122800-460150



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	FAX (A/C, No): (505) 989-9186
	INSURER(S) AFFORDING COVERAGE	
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER A: New Mexico Premier Insurance Com NAIC # 13675	
	INSURER B: ACE Property and Casualty Insura 20699	
	INSURER C: Ace American Insurance Company 22667	
	INSURER D: Travelers Casualty and Surety 19038	
	INSURER E: INSURER F:	

COVERAGES **MN** **CERTIFICATE NUMBER:** Cert ID 38769 **(20)** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			SVRD37800545003	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Empl Benefits Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CALH0861555A003	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6145.135	11/27/2024	11/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate \$ 1M/3M
D	Crime			105649125	11/30/2024	11/30/2025	Employee Theft \$ 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe P.O. Box 909 Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- **Property management (rent collection, property maintenance, etc.)**
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

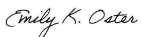
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

**CITY OF SANTA FE
AMENDMENT#1 TO AMENDED LEASE AGREEMENT**

This Amendment No. 1 (the "Amendment") to the City of Santa Fe Amended Lease Agreement dated February 18, 1987, (the "Agreement") between the CITY OF SANTA FE, New Mexico ("City") and the CHALLENGE NEW MEXICO, a New Mexico nonprofit corporation ("Lessee") shall be effective as of the date of the last signature ("Effective Date").

RECITALS:

- A.** The City and Lessee are parties to the Agreement under which Lessee leased that certain tract of unimproved land located in the City of Santa Fe, County of Santa Fe, New Mexico, known as Disposition Parcel D-73-3 and currently bearing the street address of 631, 633 and 635 Agua Fria Street; and
- B.** Under the terms of the Agreement Lessee was permitted to erect improvements on the leased property; and
- C.** In 1985, under the terms of a 1983 lease between the parties, the City deeded a portion of Disposition Parcel D-73-3, further identified as Lot 184-B (631 Agua Fria), to Lessee; leaving the City as sole owner of the land only identified as Lot 184-A 9 633 & 635 Agua Fria; and
- D.** Lessee's name changed from the Santa Fe Association for Retarded Citizens to the Santa Fe Association for Developmental Disabilities as evidenced by that certain Certificate of Amendment 3029295 dated April 17, 1990, issued by The State Corporation Commission of New Mexico; and
- E.** Lessee's name changed again from the Santa Fe Association for Developmental Disabilities to Challenge New Mexico as evidenced by that certain Certificate of Amendment 3070182 dated January 8, 1993, issued by The State Corporation Commission of New Mexico; and
- F.** The parties wish to amend the Agreement to update Lessee's name and update the sublease status.

AMENDMENT:

Pursuant to Article 16 of the Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Lessee agree that the Agreement is amended as follows:

1. All references to "Santa Fe Association for Retarded Citizens" in the Amended Lease Agreement are hereby deleted and replace with "Challenge New Mexico."
2. Exhibit "C" in Paragraph 11 (Right to Sublease) is hereby deleted and replaced with a new Exhibit "C" attached hereto.
3. The Lease and Sublease entered into on June 1, 1985, by and between Lessee and New Vistas, referenced in the last sentence in Paragraph 11 (Right to Sublease) terminated on June 30, 1989. The last sentence in Paragraph 11 is hereby deleted and replaced with the following:
4. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or void the Sublease Agreement by and between Challenge New Mexico and High Desert Housing, Inc. entered into on February 1, 2022. See Exhibit "C" attached and made a part hereof.

5. "Lessee" and "Lessor" names and addresses in Paragraph 18 (Correspondence) of the Amended Lease Agreement are hereby deleted and replaced with the following:

LESSOR:

City of Santa Fe
Attn. City Manager
P.O. Box 909
Santa Fe, NM 87504

LESSEE:

Challenge New Mexico
Attn. Elissa Ulibarri
74 Caja Del Rio Rd.
Santa Fe, NM 87507

Copy to:

City of Santa Fe
Attn. Asset Development Manager
P.O. Box 909
Santa Fe, NM 87504

Except as specifically provided in this Amendment #1, the Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the dates set out below.

LESSOR: CITY OF SANTA FE



ALAN WEBBER, MAYOR

ATTEST:



KRISTINE MIHELIC, CITY CLERK 
GB MTG 07/27/2022

APPROVED AS TO FORM:



Andrea Salazar (May 31, 2022 14:14 MDT)


ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:



Alexis Lotero (Jul 28, 2022 16:03 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

Object Org. Code 2122800-460350 

AH

LESSEE: CHALLENGE NEW MEXICO


By: ELISSA ULIBARRI, PROGRAM DIRECTOR

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29 day of April
2022, by Suzanne Gurule

Suzanne Gurule
Notary Public

My commission expires: 7-26-2024



SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made effective as of February 1, 2022, by and between Challenge New Mexico ("Tenant"), and High Desert Housing, Inc. dated February 1, 2022 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. The Tenant now desires to sublet the leased property to the Subtenant and the Subtenant desires to sublet the leased property from the Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant 4 bedroom duplex with studio located at 631 Agua Fria, Santa Fe, New Mexico 87505 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on February 1, 2022 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates January 31, 2023. Subtenant's tenancy will terminate on January 31, 2023, unless Landlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of \$1.00 per month, payable in advance on the first day of each month, for a total sublease payment of \$50.00. Sublease payments shall be made to Tenant at 74 Caja Del Rio Rd, Santa Fe, New Mexico 87507, which may be changed from time to time by Tenant.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

Challenge New Mexico
74 Caja Del Rio Rd
Santa Fe, New Mexico 87507

SUBTENANT:

High Desert Housing, Inc.
1001 Valencia SE #103
Albuquerque, New Mexico 87108

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of New Mexico.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

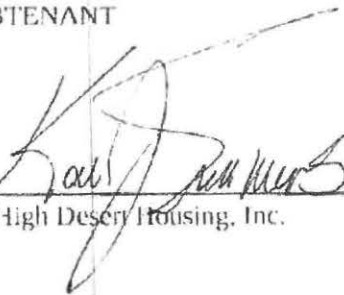
INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease."

TENANT

By: 
Challenge New Mexico

Date: 2-15-2022

SUBTENANT

By: 
High Desert Housing, Inc.

Date: 2/15/2022

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, amends that certain Lease entered into by and between the City of Santa Fe and the Santa Fe Association for Retarded Citizens, dated June 29, 1983. See Exhibit "A", attached and made a part hereof. This Amended Lease Agreement executed in quadruplicate at Santa Fe, New Mexico this 18th day of February, 1987, by and between the City of Santa Fe, New Mexico, a municipal corporation, hereinafter called "Lessor", and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee", WITNESSETH:

1. Property Leased. For and in consideration for the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.

All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Courthouse, December 21, 1979, Reception No. 451.186.

Excepting that portion of real estate containing an area of 7583 square feet more or less which is more particularly described in the Amended Warranty Deed filed for record on January 27, 1986 and duly recorded at the County Clerk's Office, Santa Fe County, New Mexico in Book 541, Page 701, and as provided in City of Santa Fe Ordinance No. 1985-48 . Attached and made a part hereof as Exhibit "B".

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of October, 1982, and expiring at midnight on the 30th day of September, 2042, provided, however, that in the event that Lessee does not commence construction of group homes for the mentally and physically handicapped citizens within one year from June 29, 1983 the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally and physically handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within ninety (90) days after such termination. All other removable improvements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the

property of Lessee and may be removed by it, in whole or in part, within ninety (90) days after termination of this lease, unless they are subject to a landlord's lien.

6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer. The Lessor shall not be liable for any failure of water supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem, satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefor against all of Lessee's property on the premises.

8. Termination of Lease. Lessee shall at the termination of this lease by lapse of time or otherwise, surrender up the leased premises in good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated, whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's Right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof, at all reasonable hours for the purpose of examining the

leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Right to Sublease. Lessee may continue to occupy the premises for any of its purposes or may sublet subject to the written approval of Lessor, which written approval shall not be unreasonably withheld. Nothing in the Amended Lease Agreement shall serve to change, alter, amend, negate or avoid the Lease and Sublease Agreement by and between Santa Fe Association for Retarded Citizens and New Vistas, entered into on June 12, 1985. See Exhibit "C" attached and made a part hereof.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's

agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement. The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended except by instrument in writing, executed by the parties hereto.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to and inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

LESSEE

Mr. Robert Stearns, Executive Director
The Santa Fe Assn. for Retarded Citizens
P. O. Box 4044
Santa Fe, New Mexico 87502-4044

LESSOR


Mr. Thomas E. Baca, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: Thomas E. Baca
THOMAS E. BACA, CITY MANAGER
LESSOR


Frances C. Romero
FRANCES C. ROMERO, CITY CLERK

THE SANTA FE ASSOCIATION FOR
RETARDED CITIZENS

BY: Robert Stearns
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

James C. McKay
JAMES C. MCKAY, CITY ATTORNEY

mgr:pag

57489.

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed, sworn to and acknowledged before me by Thomas E. Baca, as City Manager on behalf of THE CITY OF SANTA FE, a municipal corporation, on this 18th day of February, 1987.

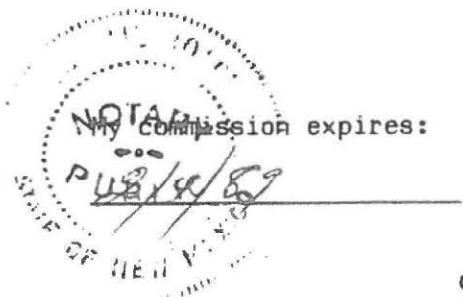
W. Paul Roach
Notary Public



STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

Subscribed, sworn to and acknowledged before me by Robert E. Stearns, as Executive Director on behalf of THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS, a New Mexico non-profit corporation, on this 18th day of February, 1987.

W. Paul Roach
Notary Public



516,415
COUNTY OF SANTA FE)
) ss.
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 23 day of Feb, A.D. 19 87 at 2:25 o'clock PM and was duly recorded in book 524, page 384 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.

Virginia Montoya
D:



MAJESTY

574892



LEASE AGREEMENT

THIS LEASE, executed in quadruplicate at Santa Fe, New Mexico, this 29TH day of JUNE, 1983, by and between the CITY OF SANTA FE, NEW MEXICO, a municipal corporation, hereinafter called "Lessor," and the Santa Fe Association for Retarded Citizens, a non-profit organization, hereinafter called "Lessee," WITNESSETH:

1. Property Leased. For and in consideration of the mutual promises, covenants and agreements of the parties, Lessor hereby leases to Lessee that portion of a certain tract of land located in Santa Fe County, New Mexico, known as Parcel 184, all of which is unimproved and is more particularly described as follows:

Commencing at the southwesterly corner of tract 184 from which the center of a sanitary sewer manhole cover No. 41 line A-1 along Agua Fria Street bears S. 60° 13' 07" E., a distance of 35.19 ft. to a point; thence from said beginning point N. 3° 35' 40" W., a distance of 71.46 ft. to a point; thence N. 18° 57' 16" W., a distance of 225.67 ft. to a point; thence S. 82° 16' 54" E., a distance of 13.77 ft. to a point; thence S. 48° 59' 06" E., a distance of 15.77 ft. to a point; thence S. 46° 36' 44" E., a distance of 65.35 ft. to a point; thence S. 46° 20' 41" E., a distance of 91.60 ft. to a point; thence S. 10° 55' 58" E., a distance of 146.58 ft. to a point; thence S. 77° 01' 02" W., a distance of 91.64 ft. to the point and place of beginning. Containing 20,494 square ft., more or less.

All as shown on Plat of Survey prepared by Joseph L. Pacheco P.E. & L.S. No. 3905, dated in February, 1979, entitled "City of Santa Fe - Community Development Project - #C-19 Title Clearance Assistance and Survey Monumentation". Guadalupe Neighborhood Replat of Portions of Kings Map Block 61 & 62, "Plat-K", City of Santa Fe, County of Santa Fe, State of New Mexico, Recorded at the County Court House, December 21, 1979, Reception No. 451.186.

2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

T.
NES

LEASE AGREEMENT

574093

11-6

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2. Term of Lease. The term of this lease is for a period of sixty (60) years commencing on the 1st day of OCTOBER, 1982, and expiring at midnight on the 30th

T. 11/28/83

day of September, 2042, provided, however that in the event that Lessee does not commence construction of group homes for the mentally ^{handicapped} citizens within one 574894 year from the date of this agreement the lease shall terminate.

3. Rent. Lessee agrees to pay to Lessor as rental for the premises an annual rent of one dollar payable each year in advance on the 1st day of October.

4. Use of Leased Premises. Lessee shall not use or permit the leased premises or any part thereof to be used for any purpose other than group homes for the mentally handicapped and purposes related thereto, without the prior written consent of the Lessor.

5. Buildings and Structures Severable. Lessee may erect on the leased property such buildings, structures, equipment and other improvements as it may desire for carrying out the purpose of this lease. All buildings and structures placed on the leased property by the Lessee shall be and remain the property of the Lessee on termination of this lease. Lessor may require the removal of said buildings and structures within fifteen (15) days after such termination. All other removable improvements, additions, appliances, fixtures placed upon the premises by Lessee, shall be and remain the property of Lessee and may be removed by it, in whole or in part, within fifteen (15) days after termination of this lease, unless they are subject to a landlord's lien.

~~6. Utilities Paid by Lessee. The Lessor shall not be required to furnish any service to the leased property, including but not limited to heat, water, power and sewer.~~

The Lessor shall not be liable for any failure of water 574390 supply or electric current or of any service by any utility; for injury to persons (including death) or damages to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property, or from any pipes, appliances or plumbing works from the street, road or subsurface, or from any other place; or for interference with light or other easements however caused. The Lessee shall pay all charges for gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Lessor against any liability or damage on such account.

7. Lessee to Pay All Assessments. The Lessee shall pay off, satisfy and discharge, as they become due, all assessments, charges, mortgages, liens and taxes whatsoever which may exist or be payable for, on, against, or in respect to the leased premises and any improvements thereon or appurtenances thereto, or any part thereof, and upon Lessee's default, at Lessor's option, but without any duty to do so, Lessor may pay off, redeem satisfy or discharge any assessment, charge, mortgage, lien, or tax and thereupon have a lien therefore against all of Lessee's property on the premises.

8. Termination of Lease. Lessee shall at the termination ~~of this lease by~~ lapse of time or otherwise, surrender up the leased premises on good order and condition, reasonable use and ordinary wear and tear, damage by the elements and other casualty excepted. Should there at any time

be any default in the covenants, agreements, or conditions of this lease, such default continuing for thirty days after written notice, it shall be lawful for the Lessor to declare this lease cancelled and terminated; whereupon the leased premises shall be delivered by the Lessee. If at any time the term shall be ended at the election of Lessor, its assigns or successors in interest, or in any other way, Lessee, does hereby covenant and agree to surrender and deliver up the above described premises and property peaceably to Lessor, immediately upon the termination of the term and if Lessee shall remain in possession of the same, such default continuing thirty days following notice of default, or at the termination of the lease in any of the ways above named, Lessee shall be deemed guilty of a forcible detainer or otherwise, and shall be subject to eviction and removal pursuant to the applicable New Mexico statute. The Lessee shall pay and discharge all costs, attorneys fees, and expenses that shall arise from enforcing the covenants of this lease by Lessor.

9. Failure to Terminate. The failure, neglect or omission of Lessor to terminate this lease for any one or more breaches of any of the covenants hereof, shall not be deemed a consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating the lease, either for such violation, or for prior or subsequent violation of any covenant hereof.

10. Lessor's right of Entry. The Lessor, its agents and other representatives shall have the right to enter into and upon the leased property or any part thereof,

at all reasonable hours for the purpose of examining the leased property, performing any work thereon that may be necessary under the terms of this lease or in carrying out any necessary municipal function or protecting municipal property.

11. Lessee's State Funding Loss. It is understood between the parties that the Lessee intends to enter into an arrangement with Klotsche properties, Inc., and C. L. Brown, their successors or assigns whereby Klotsche and Brown will borrow funds and construct buildings on the leased premises, and lease said buildings to the Lessee. If at any time prior to the time the initial first mortgage is or would have in the ordinary course been paid off, Lessee loses its funding from the State of New Mexico or its funding is diminished to the point where it cannot operate the group homes, at Lessee's option the land shall be appraised by an appraiser appointed mutually by the parties, and Lessee shall thereafter pay annually as rent a sum equal to Ten Per Cent (10%) of such appraised value. Lessee may continue to occupy the premises for any of its exempt purposes or may sublet subject to approval of Lessor, which approval shall not be unreasonably withheld. This right to sublet and the subletting of the premises shall terminate at such time as the first mortgage is, or would, in the ordinary course, be paid off, whichever is sooner.

12. Quiet Enjoyment. The Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term,

peaceably and quietly enjoy the leased property.

13. Lessor's Remedies. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other remedy herein or by law provided; and each shall be cumulative and be in addition to every remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14. Non-Liability of Lessor. Lessee for and in consideration of this lease and in the demise of the premises, hereby covenants with Lessor that Lessor shall not be liable for any damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the premises, and Lessee hereby agrees to indemnify and save harmless Lessor from any and all claims and liability for damage to persons or property arising from any cause whatsoever, which shall occur in any manner in or about the leased premises, except as may be caused by negligence of Lessor's agents, representatives or employees. This provision shall be binding upon and become a part of any sublease entered into by the Lessee and approved by the Lessor.

15. Lessor's Right to Grant Easements. The Lessor shall have the right to grant easements and rights-of-way in areas of the leased property for the installation of utilities, roads and provisions of the pedestrian easement.

The said pedestrian easement will connect Barela with Agua Fria Street. Furthermore, for the purpose of upholding the City's neighborhood planning policy, the Lessor may require that the Lessee provide an easement designated

for passive recreation on part of the leased premises, said part to be designated by the Lessor. The Lessee shall not be entitled to any compensation or abatement of rent on account of the Lessor's exercise of its rights hereunder.

16. Lease Embodies All Agreements. This lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter of this lease, and that all such covenants, agreements and understandings have been merged into this written lease. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this lease. This lease shall not be altered, changed or amended by instrument in writing, executed by the parties.

17. Lease Binds Successors. The covenants and agreements herein contained shall bind, apply to ^{AND} ~~the~~ inure to the benefit of the parties hereto, and to their respective successors, assigns and legal representatives.

18. Correspondence. Any correspondence concerning the provisions of this lease agreement shall be made to:

<u>LESSEE</u>	<u>LESSOR</u>
Mr. Robert Stearns, Executive Director	City of Santa Fe
The Santa Assoc. for Retarded Citizens	P.O. Box 909
P.O. Box 4044	Santa Fe, NM 87501
Santa Fe, NM 87502	

The Lessee shall provide the Lessor with any change in the above contact for correspondence.

IN WITNESS HEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF SANTA FE, NEW MEXICO

BY: [Signature]
MAYOR ELIAS R. MONTANO
LESSOR

ATTEST:

[Signature]
CITY CLERK, HELEN TRUJILLO

THE SANTA FE ASSOCIATION FOR
RETARDED CITIZENS

BY: [Signature]
EXECUTIVE DIRECTOR
LESSEE

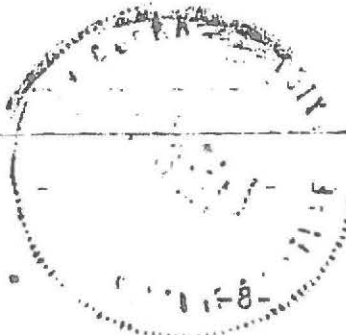
APPROVED AS TO FORM:

[Signature]
FRANK COPPLER, CITY ATTORNEY

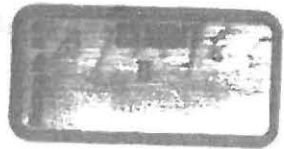
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) 519,985
I hereby certify that this instrument was filed
for record on the 8th day of July A.D.,
19 83 at 9:35 o'clock A.m.,
and was duly recorded in book 466
page 352 of the records of Santa Fe County.

Witness my Hand and Seal of Office
ANGIE VIGIL PEREZ
County Clerk, Santa Fe County, N.M.

[Signature] Deputy



574401



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City of Santa Fe, New Mexico

ORDINANCE NO. 48 1985

AN ORDINANCE

DEEDING A PARCEL OF CITY OWNED LAND TO THE SANTA FE SERVICES FOR THE
HANDICAPPED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The Deed attached hereto as Exhibit "A" is hereby approved
and adopted.

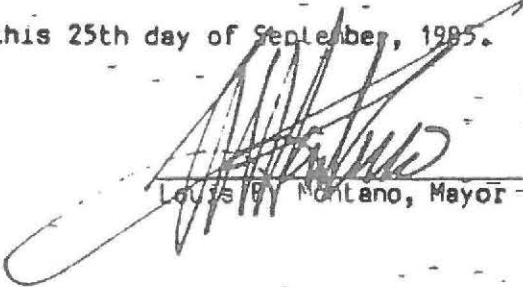
Section 2. This Ordinance shall be effective seventy days after the
date of adoption, unless a referendum election is held pursuant to Section
3-54-1 NMSA 1978, as amended.

Section 3. This Ordinance shall be published as required by Section
3-17-3 NMSA 1978, and such publications shall contain the following
information:

- A. the City of Santa Fe shall sell .17 acres;
- B. the appraised value of said property is \$40,000.00;
- C. payment shall be made in full at closing;
- D. the amount of the sale is \$1.00;
- E. the purchaser is Santa Fe Services for the Handicapped,
a non-profit organization; and
- F. the purpose of the sale is for the construction and operation

1 of a home for the sick and indigent developmentally disabled and handi-
2 capped persons.

3 PASSED, APPROVED and ADOPTED this 25th day of September, 1985.

4
5 
6 Louis B. Montano, Mayor

7 ATTEST:

8 
9 Jan H. Lynch, City Clerk

10 Approved as to form:

11 
12 Lauren Marble, City Attorney

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cbs

Signature: 

Email: tjlease@santafenm.gov

Signature: 
Johanna Nelson (Jul 10, 2025 07:46 MDT)

Email: jcnelson@santafenm.gov



DATE: July 2, 2025

TO: Emily Oster, Finance Director
Andy Hopkins, Budget Officer

VIA: Henri Hammond-Paul, Community Health and Safety Director *HH-P*

FROM: Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

ITEM AND ISSUE:

Request approval to re-appropriate funding from FY25 in the amount of \$3,400,000.00 into FY26 that was allocated for two (2) Urban Alchemy contracts.

BACKGROUND AND SUMMARY:

The Governing Body approved two contracts with Urban Alchemy at a special meeting on June 3, 2025, as part of a broader initiative to improve Santa Fe’s homelessness response system. These contracts were the result of months of planning and coordination, and while they were executed at the end of FY25, the associated funding had been allocated well in advance.

The first contract—**Contract No. 25-0217 (Munis Contract No. 3250623)**—supports the emergency management and operation of the City’s low-barrier, 24-hour shelter at 2801 Cerrillos Road. This \$1,498,303 contract, procured under emergency authority per NMSA 1978, §13-1-127, enables Urban Alchemy to provide consistent shelter operations, maintain safety and dignity for up to 100 adults experiencing homelessness, and support service and housing connections while the City evaluates long-term use of the facility.

The second contract—**Contract No. 25-0216 (Munis Contract No. 3250602)**—was competitively procured under RFP #25131 and establishes a \$7.95 million, four-year agreement for street outreach and community-based public safety services. This initiative prioritizes non-policing engagement strategies, harm reduction, and trust-building in the Cerrillos Corridor, Downtown Santa Fe, and other areas as needed, helping de-escalate crises and connect unsheltered individuals to resources.

A total of **\$3.4 million** was allocated to cover the first year of these contracts. Of this, **\$1.375 million** came from one-time funds, while the remaining **\$2 million** was reprioritized from previously designated homelessness response funding, including funds originally set aside for pallet shelters. This carryforward request ensures the continuity of these priority initiatives into FY26.

ACTION REQUESTED:

The Community Health and Safety Department/Youth and Family Division requests the approval of the Carryforward Request.

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510400-	
Org	2400122	Hum Svcs	Acct name	Grants and Services	Account Notes
Object	510400	Grants Svcs	Type	Expense	Status: Active
Project			Rollup	CDHSC	HumanServicesCNT
			Sub-Rollup		
			<input type="checkbox"/> MultiYr Fund		

4 Year Comparison

Current Year History 4 Year Graph History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	8,386,421.00	2,739,650.00	1,282,002.00	2,602,950.00
Transfers In	8,251,259.00	5,983,471.00	5,140,967.72	.00
Transfers Out	-2,065,244.00	-583,682.00	-140,967.72	.00
Revised Budget	14,572,436.00	8,139,439.00	6,282,002.00	2,602,950.00
Actual (Memo)	4,089,445.33	4,166,712.14	1,184,124.80	.00
Encumbrances	4,565,865.66	.00	.00	.00
Requisitions	.00			170,000.00
Available	5,917,125.01	3,972,726.86	5,097,877.20	2,432,950.00
Percent used	59.40	51.19	18.85	6.53

Log # {Finance use <u>only</u> }: _____
Journal # {Finance use <u>only</u> }: _____

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Community Health and Safety/Youth and Family Division				7/7/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Grants and Services	2400122	510400		3,400,000.00	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 3,400,000	\$ -

Re-appropriate grant funding from FY2025 to FY2026.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
TOTAL:	0

<i>Marcella Apodaca</i>	07/07/2025	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	<i>Andy Hopkins</i>	07/08/2025
Prepared By <i>(print name)</i>	Date	CITY COUNCIL APPROVAL	Budget Officer	Date
Division Director Signature <i>{optional}</i>	Date		<i>Emily K. Oster</i>	07/14/2025
Department Director Signature	Date		Finance Director <i>{≤ \$5,000}</i>	Date
		Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager <i>{≤ \$60,000}</i>	Date



The Purchasing Memo

Date: May 23, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department

Subject: Street Outreach Services Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department Respectfully Requests your Review and Approval of a Service Contract with Urban Alchemy in the Total Amount of \$ 7,948,133.59 for Street Outreach and Community-Based Public Safety Services for a Term of 4 years. (Henri Hammond-Paul, Director, Community Health and Safety; hmhammondpaul@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is [3250602](#).

BACKGROUND AND SUMMARY:

Over the past 10 years, the City of Santa Fe has experienced a significant increase in calls for service, including emergency medical response, law enforcement activity, and community complaints related to public safety and sanitation. These challenges include reports of drug use, aggressive behavior, unsanitary conditions, and visible mental health crises. The high concentration of vulnerable individuals in both the Cerillos Corridor and the Downtown areas—many of whom are unsheltered and face complex behavioral health needs—has strained both emergency services and neighborhood relationships.

To address these concerns, the City is launching a community-based public safety initiative that prioritizes proactive engagement, harm reduction, and service connection. Rather than relying solely on traditional law enforcement responses, this approach aims to build trust, reduce conflict, and create safer conditions for both unhoused individuals and surrounding residents and businesses.

The selected Contractor will provide a consistent presence in affected areas, using de-escalation techniques, supportive engagement, and coordination with housing, behavioral health, and outreach services. The goal is to reduce risk, improve safety outcomes, and support long-term stabilization for individuals and the broader community.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins Date: 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

This contract was awarded through a competitive Request for Proposals (RFP) process under NMSA 1978, Section 13-1-111. RFP #25131 was issued on March 7, 2025, and two proposals were received and evaluated in accordance with City procurement requirements (Munis Procurement #26485). Following a thorough evaluation process, the Evaluation Committee recommended awarding the contract to Urban Alchemy as the highest-scoring offeror.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano N/A 05/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

- Horizons declination
- CPO Service Determination Email
- Procurement document: RFP
- Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
- Professional Services Contract

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and executed by and between the **City of Santa Fe**, New Mexico, hereinafter referred to as the '**City**,' and **Urban Alchemy** hereinafter referred to as the '**Contractor**.' This Contract becomes effective upon approval by the City's Governing Body and execution by the Mayor, as set forth below.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has determined that this Contract complies with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199, and that the procurement process adhered to the requirements of NMSA 1978, Section 13-1-111 for the Request for Proposals (RFP); and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in this Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Deliver street outreach services in areas identified by the City, including but not limited to, the following two specific key geographic areas in the city:

1. Cerrillos Corridor
2. Downtown Santa Fe

This initiative addresses public safety concerns, builds community relationships, and provides unhoused individuals with access to supportive services in safe locations. The Contractor will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

Goals and Objectives:

- Engage with unhoused individuals through street outreach to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide safe spaces within the Cerrillos Corridor, Downtown areas or other areas as identified by the City.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

Key Service Areas:

1. Street Outreach:

- Deploy outreach teams in the Cerrillos Corridor and Downtown Santa Fe and other areas identified by the City.
- Engage unhoused individuals with a compassionate, non-policing approach.
- Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
- Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.

2. Safe Spaces and Day Services:

- Establish or manage designated safe spaces in both the Cerrillos Corridor and Downtown areas or other areas identified by the City.
- Provide day services such as:
 - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
 - A welcoming environment for both housed and unhoused community members to foster inclusivity.

3. Community-Based Public Safety:

- Activate public spaces through positive engagements that encourage safe behaviors.
- Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
- Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
- Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

Deliverables:

• **Staffing:**

- Provide outreach workers for each service area (Cerrillos Corridor and Downtown or other areas identified by the City).
- Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.

• **Implementation:**

- Define outreach schedules and coverage areas.
- Establish safe spaces with access to day services in all areas.

• **Reporting:**

- Submit regular updates on outreach activities, challenges, and outcomes.

- Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
- A detailed budget for outreach operations and the establishment/management of safe spaces.
- A timeline for implementation and ongoing service delivery.
- **Collaboration:**
 - Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
 - Participate in city-led meetings or planning sessions as needed.

This Contract may be utilized by any entity or organization legally authorized to do so, subject to the prior written approval of the City’s Chief Procurement Officer. Eligible entities include, but are not limited to, all agencies, commissions, institutions, political subdivisions, and local public bodies. Any such use of this Contract shall be in accordance with all applicable laws, regulations, and procurement requirements. The Contractor shall honor all orders placed by authorized entities under the terms and conditions of this Contract.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to community-based public safety and street outreach for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars (\$1,928,406.00) per year, The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million nine hundred twenty-eight thousand four hundred six dollars (\$1,928,406.00) per year, which shall increase by 2% each year due to increases caused by cost-of-labor, overhead costs, and similar. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed \$7,948,133.59 over four (4) years.**

B. Payment. The total compensation under this Contract shall not exceed **\$7,948,133.59** including New Mexico gross receipts tax and expenses. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Contract being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than thirty (30) (1) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

D. **Deliverable-Based Initial Payment.** The City shall provide Urban Alchemy with a one-time deliverable-based initial payment, of \$250,000 or 20% of the total contract amount, whichever is less, upon submission and City approval of a written deliverable that outlines the following:

1. Urban Alchemy's proposed approach to street outreach in Santa Fe, including their understanding of local conditions and service gaps.
2. A summary of the evidence base and experience from other cities that informs their model.
3. A detailed plan for launching and scaling operations in Santa Fe, including staffing, timelines, and partnership strategy.
4. A strategy for sustaining operations and continuing to innovate over time.

This deliverable-based initial payment is in exchange for the deliverable described above and is not an advance on services and is included in the compensation amount described in paragraph 3(A) above. The deliverable must be submitted within 30 days of contract execution. Payment is contingent on City review and written acceptance.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Termination**

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to

cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) this Contract is terminated pursuant to Paragraph 6, "Appropriations."

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of RFP #25131 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract 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 the City: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142
lenam@urban-alchemy.us

With additional copies to: legal@urban-alchemy.us

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’s Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.


33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default and failure to cure such default within a reasonable time period. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR: Urban Alchemy




Alan Webber (Jun 4, 2025 15:29 MDT)
Mayor Alan Webber


Lena Miller (May 22, 2025 17:12 PDT)
Lena Miller, CEO

DATE: 05/22/2025

NMBTIN #: 7868634

ATTEST:


ANDREA SALAZAR (Jun 2, 2025 16:36 MDT)
CITY CLERK 

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

**The City of Santa Fe, Central Purchasing Division (CPD)
AND
Community Health and Safety**

REQUEST FOR PROPOSALS (RFP)

Street Outreach Services



RFP# 25131

Proposals are due on: March 24, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS RFP

The purpose of the RFP is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of street outreach services to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations.

B. BACKGROUND INFORMATION

Santa Fe, like many communities across the country, is grappling with an escalating public health crisis at the intersection of opioid misuse, untreated mental illness, and homelessness. The rise in fentanyl-related overdoses has placed immense pressure on emergency responders, hospitals, and public services. At the same time, a shortage of behavioral health resources has left many residents without access to necessary care, further compounding the crisis. These issues are exacerbated by the region's housing affordability challenges, which continue to push vulnerable individuals into homelessness. The result is a growing strain on city infrastructure, from emergency departments and law enforcement to local businesses and public spaces.

The need for targeted, coordinated interventions has never been greater. Without expanded outreach services, individuals in crisis will continue to cycle through emergency rooms, jails, and temporary shelters without long-term solutions. The absence of early intervention mechanisms not only places lives at risk but also increases financial and social burdens on the community. By investing in proactive and responsive service delivery, Santa Fe can reduce the harms associated with opioid use and mental health crises while improving public safety and overall community well-being.

C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks proposals from qualified service providers to deliver **street outreach services** in two key areas but could expand to include more areas in the city:

1. **Cerrillos Corridor**
2. **Downtown Santa Fe**

The city is seeking a four-year contract with an estimated \$1.5-2M/year. This initiative aims to address public safety concerns, build community relationships, and provide unhoused individuals with access to supportive services in safe locations. The selected provider will implement community-based public safety practices that foster positive outcomes for individuals and the broader community.

Goals and Objectives:

- Engage with unhoused individuals through **street outreach** to build trust and connect them with resources and services.
- Enhance public safety by intervening in non-emergency situations related to homelessness, mental health, and addiction.
- Provide **safe spaces** within the Cerrillos Corridor, Downtown area and any other area(s) as determined by the city for individuals to access day services.

- Activate public spaces to foster positive community interactions and improve perceptions of safety.

Key Service Areas:

1. Street Outreach:

- Deploy outreach teams in the **Cerrillos Corridor, Downtown Santa Fe and any other area(s) as determined by the city.**
- Engage unhoused individuals with a compassionate, non-policing approach.
- Build relationships to reduce isolation, loneliness, and distress among vulnerable populations.
- Provide referrals and connections to housing, medical care, substance use treatment, mental health services, and other community resources.

2. Safe Spaces and Day Services:

- Establish or manage **designated safe spaces** in both the Cerrillos Corridor and Downtown areas and any other area(s) as determined by the city.
- Provide day services such as:
 - Access to basic needs (e.g., hygiene facilities, climate stations, and food/water).
 - A welcoming environment for both housed and unhoused community members to foster inclusivity.

3. Community-Based Public Safety:

- Activate public spaces through positive engagements that encourage safe behaviors.
- Train outreach workers to de-escalate conflicts and address safety concerns with professionalism and empathy.
- Foster collaboration between outreach teams, local law enforcement, and emergency services to ensure coordinated responses.
- Collect data on outreach activities and outcomes to inform ongoing service improvements and impact evaluation.

Deliverables:

• Staffing:

- Provide outreach workers for each service area (Cerrillos Corridor, Downtown and any other area(s) as determined by the city).
- Ensure staff are trained in street psychology, trauma-informed care, conflict de-escalation, and community resource navigation.

• Implementation:

- Define outreach schedules and coverage areas.
- Establish safe spaces with access to day services in both areas.

• Reporting:

- Submit regular updates on outreach activities, challenges, and outcomes.
- Provide data on the number of individuals served, types of services provided, and any measurable impacts on public safety.
- A detailed budget for outreach operations and the establishment/management of safe spaces.
- A timeline for implementation and ongoing service delivery.

- **Collaboration:**

- Work closely with city departments, local service providers, and law enforcement to coordinate responses and services.
- Participate in city-led meetings or planning sessions as needed.

The resulting contract may be a multiple award.

This procurement will result in a Citywide Price Agreement/Contract that may be utilized by all agencies, commissions, institutions, political subdivisions, and local bodies, etc. allowed by law.

D. PROCUREMENT MANAGER

Community Health and Safety has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Henri Hammond-Paul, Procurement Manager
Telephone: (505) 490-7818

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the CPD at the following emails:

Procurement Manager: hmhammondpaul@santafenm.gov

CPD: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the CPD regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this RFP** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:



DEFINITION OF
TERMINOLOGY.docx

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

<https://cityofsantafemvendors.munisselfservice.com/Vendors/VBids/Default.aspx>

Other relevant links:

- City Plan
 - a. <https://santafem.gov/chs/homelessness>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the sequence of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City’s CPD and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	CPD	March 7, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	March 18, 2025	10:00 AM
Deadline for Written Questions	Potential Offerors	March 19, 2025	5:00 PM
Response to Written Questions	Procurement Manager	March 21, 2025	
Proposals Due Date	Offerors	March 24, 2025	3:00 PM
*Interviews (If Necessary)	<i>Potential Offerors</i>	<i>March 26 – 27, 2025</i>	
*Identification of Potential Best-Valued Offerors	Evaluation Committee	March 28 – April 2, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offerors	April 3, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offerors	April 4 – 9, 2025	
*Best and Final Offers	Offerors	April 10, 2025	
*Governing Body Approval	Governing Body	April 11 - 30, 2025	
*Contract Award	Requesting Department	May 1, 2025	

*Dates indicated after “Proposals Due Date” through “Contract award” are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City Community Health and Safety on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTJiODhkOTUtNTdjNC00OTYwLTgxMGEtNzA5ZDQ4ZDU1MzM5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Potential Offerors are encouraged to submit written questions in advance of the conference to the CPD and the Procurement Manager (see Section I.D). The identity of the organization submitting the questions will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the CPD and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the CPD and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central.

5. Proposals Due Date

Proposals must be uploaded and submitted in BID Central before the deadline indicated in the Sequence of Events to be considered for review and evaluation.

All proposals must be submitted electronically through the designated upload link provided in the Response Format and Organization section. Proposals submitted by any other method will not be accepted.

Bid Central will maintain a log of all submitting organizations. In accordance with NMSA 1978, Section 13-1-116, the contents of proposals shall remain confidential and will not be disclosed to competing Offerors during the negotiation process.

The negotiation process remains in effect until the contract is awarded.

For the purposes of this RFP, awarded means the contract has been approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Interviews

Offerors may be required to participate in interviews to evaluate expertise. If interviews are not conducted, each Offeror will receive maximum points for this factor. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. The Evaluation Committee may interview the Key Personnel Lead. A second individual may be present (standby) to clarify the Cost Form.

7. Identification of Potential Best-Valued Offerors

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The CPD and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors listed in this RFP. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section IV will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City may require that Offerors attend separate First Clarification Meetings to present proposals and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting may be held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. Offerors and City stakeholders should not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the Sequence of Events.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

12. Contract Award

The award is subject to the CPD, Department, and City Manager/Governing Body approval. The Contractor must not commence work until the Department issues a Purchase Order.

13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contracts and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contract

After approval of the Evaluation Committee Report, any contracts resulting from this RFP will be finalized with the most advantageous Offerors, taking into consideration the evaluation factors set forth in this RFP, as per the Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror(s) in the timeframe specified, the City of Santa Fe reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process.

C. GENERAL REQUIREMENTS



GENERAL
REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror’s proposal **should** be submitted in separate uploads as indicated below in this section and **should** be prominently identified as “Main Proposal,” “Confidential Proposal,” or “Cost Proposal,” on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on:

<https://citvofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx> by the submission deadline in the Sequence of Events, submissions cannot be password protected and **should be in PDF format. *The Offeror **should** ensure to allow adequate time for large PDF files (uploads/attachments) to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of **Section III Response Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals should be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration, & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required

Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee’s evaluation of the Offeror’s understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	20
3	Cost Proposal	35
4	Interview (If Necessary)	10
5	Local Preference	6%*

*See local preference requirements below

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals should adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

- a) **Proposal Cover Page, Declaration, and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration, and Checklist (Attachment A).
- b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The Offeror shall provide the name of the Primary Project Lead (the personnel should be the person who will

be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F should be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

- i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
- ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

- i. PC submittal should NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
- ii. A PC proposal template is included in this RFP. This document should be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors should type their responses on the Word template provided.
- iii. Failure to comply with any of the PC format requirements may result in disqualification.
- iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
- v. References used in the PC submittal should be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. Overview of the Scope/Level of Expertise Plan - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan should be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable

performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) should NOT be included in the proposed base Cost (see Attachment F).

- v. **Reference List** - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).
- e) Interviews - Offerors may be required to participate in an interview to evaluate expertise. If interviews are not conducted, each offeror will receive maximum points in this category. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.
- f) Local Preferences

Purpose:

The City of Santa Fe recognizes the economic value of supporting local businesses. Local preferences are intended to enhance the competitiveness of local businesses in the procurement process, in alignment with the City’s Procurement Manual and applicable ordinances. These preferences are applied to promote local economic growth while adhering to the governing laws and regulations.

Usage:

Local preferences are applied in the evaluation of proposals received in response to the City’s Requests for Proposals (RFPs). These preferences are granted to businesses that meet specific qualifications, as outlined below, and can only be applied to procurements funded by the City. They are not applicable to purchases using state, federal, or grant funds.

Application:

1. Local Preference Qualification

- o To qualify, an Offeror should attach a Resident Business certification issued by the New Mexico Taxation and Revenue Department to their proposal. This certificate should verify that the business is located within Santa Fe municipal limits.
- o Proposals without a valid certification will not be eligible for local preference consideration.

2. Evaluation in the Formal RFP Process

- o **Point-Based System:**
 - Local resident businesses are awarded additional points equivalent to 3% of the total possible points.
 - Businesses with all local resident business subcontractors receive an additional 3% of the total possible points.
 - Maximum local preference: 6%.

3. Solicitations Above \$1,000,000

- o Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
- o Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.

4. Restrictions

- o Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.

- o If multiple preference certificates are submitted by a vendor, only one preference will be applied per solicitation, as determined by the City.
Additional Information: Applications for Resident Business certification can be downloaded at: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

- a) **Best Value Check:** After the prioritization of offerors, if the best value Offeror(s) is within 15% of the next best value cost proposal, the best value Offeror(s) will be prioritized first. If not within the range, the best value Offeror(s) will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.
- b) **Selection Check:** Before the contract is awarded, an evaluation committee report should be given for the best value Offeror(s). If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror(s). Selected proposal should be a proposal that is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offerors may be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offerors an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

D. AWARD

The City will notify each offeror in writing of the City's decision.

- a) The City reserves the right to reject any or all proposals and to award more than one offeror and to a offeror other than the lowest-priced offeror. The decision of the RFP awards by the City is final.
- b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.
- c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final awards is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements included in the proposal can be added or amended, at the City's sole option, to the final contract. Obligations of confidentiality will be an important condition of resulting contracts. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence unless otherwise allowed by the City.

All Offeror's performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A Proposal Cover Page, Declaration, & Checklist

Attachment B Campaign Contribution Disclosure Form

Attachment C Conflict of Interest

Attachment D Non-Collusion Affidavit

Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

- Attachment A Proposal Cover Page, Declaration & Checklist
- Attachment B Campaign Contribution Disclosure Form
- Attachment C Conflict of Interest
- Attachment D Non-collusion Affidavit
- Attachment E Key Personnel Lead Form
- Attachment F Project Cost Proposal Form
- Attachment G Project Capability Submittal (LE, RA, VA) Checklist and Format
- Attachment G (1) Level of Expertise (LE) Plan
- Attachment G (2) Value Added (VA) Plan
- Attachment H Reference List

RFP # 25131

Phone Number

Company Name

Mailing Address

FEIN

City and Country

NMBTIN (fka CRS)

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. Use of subcontractors (Select one):

_____ No subcontractors will be used in the performance of any resultant contract, OR
_____ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP; and
 - I acknowledge receipt of all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money, or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections [13-1-28](#) through [13-1-199](#).

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Officials if any: _____

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Project Director, Outreach Supervisor, and Outreach Practitioner, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then Project Director, Outreach Supervisor, and Outreach Practitioner and known key personnel needs to describe the conflict.

The Project Director, Outreach Supervisor, and Outreach Practitioner agrees that, if after award, an organizational conflict of interest is discovered, the Project Director, Outreach Supervisor, and Outreach Practitioner makes an immediate and full written disclosure to the City that includes a description of the action that the Project Director, Outreach Supervisor, and Outreach Practitioner has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Project Director, Outreach Supervisor, and Outreach Practitioner was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Street Outreach Services. For the duration of this firm's involvement in the Street Outreach Services contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the Street Outreach Services contract.

I certify that this firm will keep all Street Outreach Services contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Street Outreach Services contract. I understand that if this firm leaves this Street Outreach Services contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Street Outreach Services contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another

person within this organization either learn or have reason to believe that any person who has access to the Street Outreach Services contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

All amounts provided should include all labor, materials, equipment, transportation, configuration, installation, training, and profit to provide the goods and/or services described in the Scope of Procurement and by any current RFP amendments.

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate tables:

- A. Cost breakout by project deliverables.
- B. Cost breakout by additional deliverables not identified in Table A

#	Table A: Deliverables as identified in Scope of Procurement	Cost
1	Staffing	\$
2	Implementation	\$
3	Reporting	\$
4	Collaboration	\$

Total Cost \$

#	Table B: Other Deliverables not identified in the Scope of Procurement	Cost
1	Discount off of materials not otherwise listed	(%)
2		\$
3		\$
4		\$
5	(add additional rows as needed)	\$

Total Cost \$

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

Offerors should complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering “No” to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)? Yes No

2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? Yes No

3. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? Yes No

4. Do you understand that the contents of PC Submittal will become part of the Contract? Yes No

5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? Yes No

ATTACHMENT G (1) – SCOPE/LEVEL OF EXPERTISE PLAN (SC/LE)

Instructions:

- Offerors **should use this template** to provide their project performance metrics for each requirement.
- Each reported metric **should be supported by a reference** listed in **Attachment H: Reference List**, with the corresponding reference number indicated in the "Ref #" column.
- Offerors may add additional performance metrics that differentiate their qualifications.
- **Offerors should NOT modify the prefilled sample data** or exceed the **1-page limit** for this section.
- **Offerors should NOT include any identifying information** in this submission.

The **City of Santa Fe Sample** column provides reference figures based on anticipated project needs. Offerors should enter their actual experience metrics in the **Offeror’s Project Performance** column. ***Note: the instructions above may be deleted from this form.**

Project Performance Metrics

Requirement	City of Santa Fe Sample	Offeror’s Project Performance	Ref #
Years of experience in street outreach services	1	[Enter value]	[#]
Number of street outreach services projects completed	1	[Enter value]	[#]
Average Budget (\$) Per Project	\$1.5M - \$2M	[Enter value]	[#]
Average Project Duration (Years)	4	[Enter value]	[#]
Number of Cities Deployed in	1	[Enter value]	[#]
Average Number of Individuals Engaged Annually	1	[Enter value]	[#]
Average Customer Satisfaction Rating (out of 10)	10/10	[Enter value]	[#]
Average Cost Deviation (%) Quotes and Invoices	0%	[Enter value]	[#]

Additional Project Performance Metrics (Optional)

Offerors may provide additional performance metrics that highlight their expertise. Each metric should be supported by a professional reference in **Attachment H**.

Additional Criteria	Offeror’s Project Performance	Ref #
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]
[Enter additional metric]	[Enter value]	[#]

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Instructions:

- Offerors **should use this template.**
- The Value-Added Plan should identify any **value-added options or ideas that may benefit the City.** The value-added claims should be prioritized (identify the most important claims first).
- The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section.**
- Offerors should NOT include any identifying information in the Plan.
- Information supported by an indicated reference should have a corresponding reference listed in Attachment H: Reference List.
- Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

#	Value Added	Cost	Delay	Impact	Ref #
0	Example: Hire formerly incarcerated personnel	5%	0	Increased cost by 5%	1
1	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
2	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
3	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
4	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
5	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]
6	[Enter Description]	[Enter Cost/%]	[Enter]	[Enter Impact]	[#]

ATTACHMENT H – REFERENCE LIST

Instructions:

- Offerors **should use this template.**
- The Reference List’s “Ref #” should correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans.
- All references cited should have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City.
- Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Example :Client A	POC Name A	A@gmail.com	(###) ### - ####	\$ 1,800,000	1/1/2020 - 5/1/2020
1	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
2	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
3	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
4	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
5	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
6	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
7	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
8	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
9	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]
10	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]	[Enter]

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

- a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offerors and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with awards.
- b. The Clarification Phase is carried out prior to the signing of the contract. The City’s objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.
- c. It is the Offeror’s responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror’s responsibility to manage and mitigate the risk of their offering. It is the City’s responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.
- d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror’s scope of services in the Clarification Phase include:
 - i. Proposed detailed plan from beginning to end.
 - ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
 - iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
 - iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
 - v. If any risk is identified, the Offeror should ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
 - vi. A Weekly Risk Reporting System (WRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

- a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
- b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all

participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:

- vii. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
- viii. Present the scope of services (schedule, cost, deliverables, etc.).
- ix. Identify the City's responsibilities.
- x. Propose the Weekly Risk Report (WRR) format.
- xi. Field questions and concerns from City stakeholders.
- xii. Listen to concerns, issues, and comments from the City stakeholders.
- xiii. Propose a schedule to finalize the Clarification Phase and the contract documents.
- c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
 - i. Revisit the site/buildings/campus to do any additional investigating.
 - ii. Coordinate with all parties that will be involved with the delivery of products/services.
 - iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
 - iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

- a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
- b. Finalized scope documents which include details on how the tasks will be completed.
- c. Description of the end deliverable in terms of simplified metrics.
- d. Detailed scope descriptions— A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
- e. Weekly Risk Report format (WRR)
- f. Project financial summary.
 - i. The Offeror's Original Price Proposal.
 - ii. A list of agreed/accepted Value-Added Options (with impact to price)
 - iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
 - iv. A Price Breakout and Payment Schedule.
- g. Project and emergency contact list.
- h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

- a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders should not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.
- b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all the coordination and planning done during the Clarification Phase. The Offeror should bring its team, and all the documents specified in the Clarification Document. The Offeror should come

with documents explaining what the City is responsible for during the contract period. The Offeror should convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The City may choose to use the Weekly Risk Reporting System (WRRS). The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that should be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report should be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror should contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution should be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K - DRAFT CONTRACT

The draft included in this Attachment represents the contract the City intends to use to make awards. The City of Santa Fe reserves the right to modify (as necessary) the draft prior to or during the award process.

(Draft contract is included as a separate pdf attachment)

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-IT components (anything IT) - ereview@santafenm.gov

-Vehicles – dmjaramillo@santafenm.gov

-Grants - grants@santafenm.gov

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov

-Emergency Related Purchases - bgwilliams@santafenm.gov

-Asset over \$5k - jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is \geq \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsa.library.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f->

[4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f](https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f)

- ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- Determination requests to purchasing_det@santafenm.gov
- And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

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>

Internal Link: https://intranet.santafenm.gov/finance_1



"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Friday, February 21, 2025 2:07 PM
To: HAMMOND-PAUL, HENRI M. <hmhammondpaul@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: joseph kashiwagi <josephkashiwagi@ksm-inc.com>
Subject: RE: Contract

Cool... I will send to Legal. I started a bid record in Munis. This will be RFP# 25131.

Can you please send me the service determination from Travis? I need it to accompany the file and the submission to legal.

Thanks.

JoAnn D. Lovato Montaña

Procurement Manager

505-469-6045



Services

Approved Services

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

[ADA Accessibility Consulting Services](#)

[Auctioneering Services](#)

[Bulk Printing and Mailing](#)

[Botanical Services](#)

[Call Center Services](#)

[Clerical Data Entry](#)

[Computer Refurbishing](#)

[Courier Services](#)

[Debris Removal](#)

[Decontamination, Sanitation, and Sterilization Services](#)

[Dishwashing Services](#)

[Document Imaging Services](#)

[Document Destruction](#)

[Envelope Stuffing](#)

[Event Planning](#)

[General Labor](#)

[Greeting Services](#)

[Hard Drive Destruction](#)

[Janitorial and Housekeeping Services](#)

[Kit Assembling](#)

[Landscape Irrigation](#)

[Landscaping](#)

[Mailing Services](#)

[Management of an Assistive Technology Reuse and Recycling Program](#)

[Medical Waste Disposal](#)

[Meeting Minute Preparation Services](#)

[Moving Services](#)

[Outdoor Accessibility Consulting Services](#)

[Pest Control and Extermination Services](#)

[Plant Rental Services](#)

[Printing Services](#)

[Receptionist, Filing and Clerical Services](#)

[Recycling Services](#)

[Rest Area Maintenance](#)

[Screen Printing](#)

[Shelf Stocking and Restocking](#)

[Transcription Services](#)

[Transportation](#)

[Vehicle Washing](#)

[Wildlife Services Management](#)

[Yard, Grounds, and Lawn Maintenance](#)

Excluded Services

The service categories below have been deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

[Architects](#)

[Employment Support Services](#)

[Landscape Architects](#)

[Remediation – Wall Repair](#)

[Lawyer Services](#)

[Survey Services](#)

[Surveyors](#)

Permissive Services

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico Providers are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

[Administrative Reports](#)

[Archeologists](#)

[Certified Public Accountants](#)

[Corporate and Personal Background Checks](#)

[General Accounting](#)

[Graphic Design](#)

[Graphic Design - Logo Design](#)

[IT – Enterprise Application](#)

[IT – IV & V](#)

[IT Network and Database Management](#)

[IT – Project Management](#)

[IT Security Services](#)

[IT Support](#)

[IT – Web Design](#)

[IT – Web Programmer](#)

[Marketing](#)

[Private Investigation Services](#)

[Public Relations](#)

[Social Media Marketing](#)

[Training Services](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan 888-343-8685		CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com															
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Westchester Surplus Lines Ins</td> <td>10172</td> </tr> <tr> <td>INSURER B : Texas Insurance Company</td> <td>16543</td> </tr> <tr> <td>INSURER C : Great American Ins. Co.</td> <td>16691</td> </tr> <tr> <td>INSURER D : Atlantic Specialty Ins Co</td> <td>27154</td> </tr> <tr> <td>INSURER E : Nonprofits Ins Alliance of CA</td> <td>011845</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Westchester Surplus Lines Ins	10172	INSURER B : Texas Insurance Company	16543	INSURER C : Great American Ins. Co.	16691	INSURER D : Atlantic Specialty Ins Co	27154	INSURER E : Nonprofits Ins Alliance of CA	011845	INSURER F :	
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INSURER F :																	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		G74291661003	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS E <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BRPCLLTAL01150008238601 202460936	02/28/2025 09/01/2024	02/28/2026 09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			G72594083003 (1ST)	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	253232001 (OSC)	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime			MML3683024 (1ST)	09/01/2024	09/01/2025	Limit/Ded \$ \$5M/\$50K
C	Crime-Excess			SAAE8739250200 (2ND)	09/01/2024	09/01/2025	Limit/Ded \$ \$9M/\$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Street outreach services
City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER <p style="text-align: center;">SANTA27</p> <p>City of Santa Fe Community Health & Safety Attn: Henri Hammond-Paul 119 E Marcy St, Ste 101 Santa Fe, NM 87501</p>	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	---

EXCESS LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 029316252
Term: 09/01/2024 - 09/01/2025
Limits:
\$3,000,000 Aggregate
\$3,000,000 Each Claim
\$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 100,000 Retention

PROFESSIONAL LIABILITY

Carrier: Lloyd's of London
Policy #: ATR2402015
Term: 09/01/2024 - 09/01/2025
Limits:
\$3,000,000 Aggregate
\$1,000,000 Each Claim
\$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2024 - 09/01/2025
Limits:
\$4,000,000 Aggregate
\$2,000,000 Each Victim
\$ 50,000 Deductible Per Claimant

CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H24NGP24488000
Term: 09/01/2024 - 09/01/2025
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 25,000 Deductible Each Claim
\$ 75,000 Aggregate Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As required by written contract signed by both parties prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.











URGENT Packet_Street Outreach

Final Audit Report

2025-05-23

Created:	2025-05-23
By:	JoAnn Lovato (jdlovato@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd3NZ_lc2DItCnB84eRJ4T7ze0oH10R4c

"URGENT Packet_Street Outreach" History

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ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
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(tkduttonleyda@santafenm.gov) for signature. One of them to sign
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2025-05-23 - 10:49:53 PM GMT



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Signature: 

Email: xivigil@santafenm.gov











25-0216 Urban Alchemy

Final Audit Report

2025-06-04

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"25-0216 Urban Alchemy" History

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Signature Date: 2025-06-04 - 10:36:41 PM GMT - Time Source: server- IP address: 174.218.21.199
-  Agreement completed.
2025-06-04 - 10:36:41 PM GMT



The Purchasing Memo

Date: May 30, 2025

To: Governing Body and Finance Committee

From: Henri Hammond-Paul, Director, Community Health and Safety Department *HH-P*

Subject: Emergency Shelter Management Contract

Vendor Name: Urban Alchemy

Munis Vendor Number: 9716

ITEM AND ISSUE:

Community Health and Safety Department respectfully requests your review and approval of a service contract in the total amount of \$1,498,303 shelter management services for a term of 12 months with Urban Alchemy.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250623.

BACKGROUND AND SUMMARY:

The City of Santa Fe (“City”) is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 12-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Human Services Fund/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: *Andy Hopkins* Date: 05/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over \$3.4M in public cost over two and a half years.
- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

Chief Procurement Officer (CPO)/Designee: Emily K. Oster **Date:** 05/30/2025

CPO Comment/Exceptions: Finance Director signed on behalf of CPO, CPO OOO

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Emergency Determination

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract

**City of Santa Fe
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, § 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. Department: **Community Health and Safety, City of Santa Fe**

Department Director: **Henri Hammond-Paul**

Department Contact: **Julie Sanchez**

Department Telephone Number: **505-955-6678**

City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**

Telephone Number: **(505) 629-8351**

II. **Name of Contractor: Urban Alchemy**

Address of Contractor: 255 Golden Gate Ave. San Francisco, CA 94102

Amount of prospective contract: \$1.5 Million

Term of prospective contract: 14 Months

Location of Services:

III. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

The City of Santa Fe (“City”) is procuring an operator for a low-barrier, 24-hour shelter, serving up to 75 adults who are experiencing homelessness. This 14-month contract is intended to stabilize operations while the City evaluates the long-term viability and use of the current facility. The contractor will ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways. The shelter will be located at 2801 Cerrillos Road and the emergency procurement will:

- Prevent immediate harm to residents and the community by restoring safety and structure
- Preserve shelter capacity with no gap in service
- Stabilize the shelter while allowing the City to evaluate long-term options for site use

The Contractor shall provide the following services-for the City:

- A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).
- B. Stabilize shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
- C. Ensure consistent shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.

D. Facility and Operations Requirements

- a) Staff the shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
- b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
- c) Recruit locally based employees.
- d) Do not recruit staff from other service agencies located in Santa Fe, NM.
- e) Allow guests to remain onsite during the day, with access to meals, restrooms, and hygiene services.
- f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
- g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
- h) Maintain a secure storage system for guests’ personal items, medications, and bicycles.
- i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
- j) Provide Low-barrier shelter access to persons seeking entry to the shelter, without restricting access due to any of the following factors:
 - Income
 - Criminal history background

- Outside use of drugs/alcohol
 - Need to have support animals in shelter
- k) Practice Harm Reduction
- Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
 - Prohibit smoking in all physical structures and designate restricted areas.
- l) Use Crisis Intervention and De-Escalation
- Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
- m) Follow Housing First
- Provide housing case-management to all staying in shelter
 - Emphasize strategies for appropriate diversion from shelter
- n) Participate in Cold Weather Emergency Services (Code Blue)
- Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
 - Support Code Blue activities as requested by the City’s Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)

- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family’s safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, § 13-1-127.

The current conditions at 2801 Cerillos Road and the surrounding area have become an emergency impacting public health, safety, and welfare. Data from Santa Fe Police, Fire, and Constituent Services about the change in conditions in this area clearly demonstrate escalating health and safety risks and a serious strain on emergency response and public safety systems.

- Santa Fe Police responded to 3,224 calls for service in 2024 in the vicinity of Pete's Place (3.8% of all citywide calls). So far in 2025, that number is 1,350 calls (4.9% of citywide total), averaging 11.25 calls per day.
- In the first four months of 2025 alone, SFPD has conducted 618 proactive actions at the site (e.g., close patrols, traffic stops).
- Santa Fe Fire Department responded to 583 calls in 2024 and 243 in early 2025. These include overdoses, injuries, and other emergencies totaling over \$3.4M in public cost over two and a half years.

- Constituent Services, from 2022-2025 ,reports 153 complaints regarding feces, syringes, drug activity, unsanitary conditions and violence in and around the shelter.
- At current rates, 2025 is projected to result in approximately 4,050 police calls for service, 1,854 proactive police actions, 729 fire department calls, and \$1.95 million in fire department response costs.

These conditions pose an imminent threat to shelter guests, surrounding residents and businesses, and first responders.

V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

This emergency procurement is limited to a 14-month term to allow for immediate stabilization while the City conducts a feasibility review of the site and develops a long-term plan for shelter operations.

During the emergency term, the City will:

- Conduct an evaluation of whether 2801 Cerrillos Road is an appropriate long-term shelter location
- Explore alternative locations or potential redevelopment opportunities for community-serving uses
- Develop and issue a competitive procurement (or use a cooperative agreement) for a permanent shelter operator during the emergency contract period

These steps are intended to ensure accountability, improve long-term outcomes, and prevent future reliance on emergency procurement under similar circumstances.

The Community Health and Safety Department will coordinate a feasibility study regarding transitioning the shelter from its current location into an area that can better serve its needs and mitigate impacts to surrounding areas. The City will either release an RFP for a new permanent operator or procure services using another non-emergency method, such as cooperative agreement or an existing contract.

VI. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

The Community Health and Safety Department is taking several steps to reduce reliance on emergency procurement moving forward. These include:

- Building formalized contingency plans for shelter operations and emergency protocols for operator transitions.

- Increasing interdepartmental coordination and data-sharing to monitor public safety and public health indicators in real time.

These strategies aim to improve operational resilience and ensure that future service transitions can be handled through standard procurement methods with minimal disruption.

Certified by:

Emily K. Oster on behalf of 05/30/2025
City Chief Procurement Officer, Travis Dutton-Leyda **Date**

City Approval by:

Henri Hammond-Paul 05/30/2025
Department Director, Henri Hammond-Paul **Date**

Erin McSherry 05/30/2025
Erin McSherry (May 30, 2025 13:27 MDT)
City Attorney, Erin McSherry **Date**

Mark Scott 05/30/2025
Mark Scott (May 30, 2025 14:15 MDT)
City Manager, Mark Scott **Date**

Emily K. Oster 05/30/2025
Finance Director, Emily Oster **Date**

Note: All emergencies must be posted to the SPD website:
<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>
and the City of Santa Fe's website:
<https://santafenm.gov/finance-2/purchasing-1/solicitations>











Emergency_Determination_Emergency Shelter Services_05.22.25 FINAL

Final Audit Report

2025-05-30

Created:	2025-05-30
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May 23, 2025

Henri M. Hammond-Paul
Director, Community Health and Safety
119 E. Marcy Street, Suite 101
Santa Fe, New Mexico 87501
Hmhammondpaul@santafenm.gov

RE: City of Santa Fe and Urban Alchemy Professional Services Agreement

Dear Mr. Hammond-Paul;

By my signature below, on behalf of Urban Alchemy (“UA” or the “Organization”), I hereby represent and warrant the following with respect to the services as described in the agreement between UA and the City of Sante Fe (the “City”) dated on or about May 23, 2025 (the “Agreement”):

1. Organization is duly authorized and registered to do business in the place of performance;
2. Organization is ready, available, capable of and has experience carrying out the services as described in the Agreement (the “Services”);
3. Organization agrees to perform and carry out the Services and its responsibilities, obligations, and duties as described in the Agreement in a workmanlike and professional manner in accordance with all applicable standards of the industry;
4. Organization has no known obligation to any third-party which may in any way limit or restrict its ability to perform Services;
5. Organization will faithfully and diligently render the Services pursuant to applicable professional and ethical standards, in accordance with applicable standards of care, and to furnish Services in accordance with applicable laws, the Agreement, City policies and procedures, and additional requirements as reasonably requested by the City.

I the undersigned hereby certify that I am an authorized signatory of Urban Alchemy and am attesting to the representations and warranties contained herein.

DocuSigned by:

Dr. Lena Miller

Dr. Lena Miller, Co-Founder and CEO

Date: 05/23/2025

Assumptions:

Gross Up Rate 8.0%
 Fringe Rate 35.0%

Sante Fe							
	Count	Shifts	Days per Week	Hours	FTE	Rate	Cost
Supervisors:							
Supervisors - Swing	1	1	7	3,145	1.51	\$ 28.00	\$ 88,058.9
Supervisors - Night	1	1	7	3,145	1.51	\$ 29.00	\$ 91,203.8
Practitioners:							
Swing	3	1	7	9,435	4.54	\$ 18.00	\$ 169,827.8
Night	3	1	7	9,435	4.54	\$ 19.00	\$ 179,262.7
Food Practitioners	1	1	7	3,145	1.51	\$ 18.00	\$ 56,609.3
Exempt Staff:							
Shelter Program Director					1.00	\$ 36.06	\$ 75,000.0
Shared Staff:							
Trainer					0.02	\$ 36.06	\$ 1,500.0
Data & Compliance Coordinator					0.02	\$ 33.65	\$ 1,400.0
Data and Compliance Manager					0.02	\$ 40.87	\$ 1,700.0
IT Support					0.02	\$ 33.65	\$ 1,400.0
Total Salary					14.69		\$ 665,962.56

Total Salary	\$ 665,963
Fringe Rate	35%
Total Fringe	\$ 233,087
Total Personnel	\$ 899,049
Total Opex	\$ 403,823
Total Indirect	\$ 195,431
Total Expenditures	\$ 1,498,303

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Urban Alchemy**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-127 (emergency procurement); and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement.

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- A. Operate a low-barrier, 24-hour shelter at 2801 Cerrillos Road serving up to 100 adults who are experiencing homelessness (Shelter).
- B. Stabilize Shelter operations without a gap in service, preventing harm to residents and the community, while the City evaluates the long-term viability and use of the facility.
- C. Ensure consistent Shelter operations, maintain site safety and dignity, and connect guests with services and housing pathways.
- D. **Facility and Operations Requirements**
 - a) Staff the Shelter 24 hours a day, 7 days a week, and provide at least two meals per day, onsite.
 - b) Fully staff across all three shifts (day, swing, night), including supervisors, direct care practitioners, and support staff with a minimum of 3 staff per shift.
 - c) Recruit locally based employees.
 - d) Do not recruit staff from other service agencies located in Santa Fe, NM.
 - e) Allow guests to remain onsite during the day, with access to meals, restrooms, and

- hygiene services.
- f) Train staff on the Homeless Management Informational System (HMIS) and to conduct VI-SPDAT.
 - g) Ensure ADA accessibility and accommodate guests with pets, belongings, and/or disabilities.
 - h) Maintain a secure storage system for guests' personal items, medications, and bicycles.
 - i) Provide services that meet the needs of the diverse populations that access the shelter, considering systemic, institutional, and environmental barriers and inequalities that exist and seek to mitigate the effects on guest outcomes.
 - j) Provide Low-barrier shelter access to persons seeking entry to the Shelter, without restricting access due to any of the following factors:
 - Income
 - Criminal history background
 - Outside use of drugs/alcohol
 - Need to have support animals in shelter
 - k) Practice Harm Reduction
 - Use Harm Reduction activities and services with participants engaged in substance use, including by not testing for drugs and alcohol.
 - Prohibit smoking in all physical structures and designate restricted areas.
 - l) Use Crisis Intervention and De-Escalation
 - Train program staff in appropriate evidence-based crisis intervention and de-escalation techniques to ensure the safety of all parties, prevent unnecessary exits from the shelter, and promote a safe and supportive environment.
 - m) Follow Housing First
 - Provide housing case-management to all staying in Shelter
 - Emphasize strategies for appropriate diversion from Shelter
 - n) Participate in Cold Weather Emergency Services (Code Blue)
 - Participate in planning for adverse weather services and assist in developing systems that best meet the needs of those experiencing homelessness during adverse weather.
 - Support Code Blue activities as requested by the City's Community Health and Safety Department (CHS).

E. Data, Coordination, and Accountability

During the initial 2-months, hold bi-weekly meetings with CHS representatives to review operations, performance, spending, and discuss questions contractor staff or CHS may have. After the initial 2-months, participate in additional meetings scheduled by the City

on an as-needed basis. Participate in City initiatives, including data and service coordination, as requested by the City.

Compliance and Performance Metrics

Adhere to all City, State, and federal requirements related to shelter operations, data privacy, and non-discrimination. Required City performance metrics include the following and shall be submitted in quarterly reports:

Quarterly reports must include the following:

- Average occupancy rate
- Number of guests connected to identified services
- Guest and facility incident reports and responses
- Guest and neighbor feedback (anecdotal or survey-based)
- Bed utilization (target: >85%)
- Percent of guests connected to the Coordinated Entry System (CES), a system for prioritizing people experiencing homelessness based on their vulnerability, measured by a VI-SPDAT assessment in order to quickly and effectively provide assistance; or case management that assist with the planning, facilitation, and coordination of resources and services, promoting your and your family's safety, quality of life, and overall wellbeing.
- Percent of guests who exit to permanent housing
- Safety and cleanliness indicators
- Basic guest intake data (demographics, personal identifier) and track shelter utilization.
- Number of guests enrolled into the Homeless Management Information System (HMIS) and CONNECT when possible.

F. Site Safety, Neighborhood Relations, Facility Maintenance, and Appearance

- Implement professional security measures, both inside and around the facility.
- Ensure the Shelter is not contributing to blight conditions or illicit activity.
- Conduct regular trash pickup and exterior maintenance.
- Coordinate and participate with City staff and law enforcement as needed to maintain public safety and responsiveness.
- Establish a public-facing complaint and response protocol for neighborhood concerns.
- Make all non-capital repairs and ongoing maintenance necessary to ensure Shelter structural integrity and function and safe and functional operations. This responsibility includes, but is not limited to servicing the HVAC, repairing plumbing, keeping up of life safety systems (e.g., alarms, extinguishers, emergency lighting), and maintaining doors, windows, and basic building systems.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to shelter operations for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of one million four hundred ninety-eight thousand three hundred and three dollars (\$1,498,303) per year, paid in monthly increments of one hundred twenty-four thousand eight hundred fifty-eight dollars and fifty-eight cents (\$124,858.58), including New Mexico gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$1,498,303.**

B. Payment. The total compensation under this Agreement shall not exceed \$1,498,303, **including** New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **twelve months after the date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within seventy-five (75) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. For the avoidance of doubt, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Notwithstanding the foregoing, any proprietary information, trade secrets, and other intellectual property developed by Contractor independent of and/or prior to this Contract shall remain the sole and exclusive property of Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within seventy-five (75) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. The indemnification obligations herein do not apply where any such claim is caused in whole or in part by the City, its officers, employees, servants, subcontractors, or agents and their negligent act or omission or intentional misconduct. To the extent any claim arises from the negligence of Contractor and the City, Contractor's indemnification obligations herein shall be limited only to Contractor's proportionate share of fault. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract 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 the City: Henri Hammond-Paul, Director, Community Health and Safety
119 E Marcy Street, Suite 101
Santa Fe, NM 87501
Hmhammondpaul@santafenm.gov

To the Contractor: Urban Alchemy
Dr. Lena Miller, Chief Executive Officer
PO Box 425509
San Francisco, CA 94142

lenam@urban-alchemy.us

With additional copies to: legal@urban-alchemy.us

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor that is not cured within a reasonable time period after Contractor receives notice of such default and/or breach, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure


The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default and failure to cure such default within a reasonable time period. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:


Alan Webber (Jun 17, 2025 15:57 MDT)


Melek Totah (May 30, 2025 14:51 PDT)

ALAN WEBBER, MAYOR

Dr. Lena Miller, CEO

DATE: 06/17/2025

DATE: 05/30/2025

NMBTIN#: 7868634

City of SF Business License #: _____

ATTEST:


ANDREA SALAZAR (Jun 10, 2025 16:49 MDT)

CITY CLERK

ellu

GB MTG 06/03/2025

CITY ATTORNEY'S OFFICE:


Erin McSherry (May 30, 2025 15:56 MDT)

CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR









Urban Alchemy 5.30.2025

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANZE39BPtp6pqdsQ04w5B2JQQLSs-vjP4

"Urban Alchemy 5.30.2025" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-05-30 - 8:04:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Melek Totah (melektotah@urban-alchemy.us) for signature
2025-05-30 - 8:05:51 PM GMT
-  Email viewed by Melek Totah (melektotah@urban-alchemy.us)
2025-05-30 - 8:08:23 PM GMT- IP address: 66.249.84.225
-  Document e-signed by Melek Totah (melektotah@urban-alchemy.us)
Signature Date: 2025-05-30 - 9:51:33 PM GMT - Time Source: server- IP address: 73.223.55.25
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-05-30 - 9:51:35 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-05-30 - 9:56:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-05-30 - 9:56:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-05-30 - 9:56:33 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H&H Professional Ins Assoc. P.O. Box 830 Los Gatos, CA 95031 Aubri Bryan 888-343-8685		CONTACT NAME: Aubri Bryan PHONE (A/C, No, Ext): 888-343-8685 FAX (A/C, No): 408-343-8686 E-MAIL ADDRESS: dabbie@hhinsure.com																						
INSURED Urban Alchemy PO Box 425509 San Francisco, CA 94142-5509		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Westchester Surplus Lines Ins</td> <td>10172</td> </tr> <tr> <td>INSURER B:</td> <td>Texas Insurance Company</td> <td>16543</td> </tr> <tr> <td>INSURER C:</td> <td>Great American Ins. Co.</td> <td>16691</td> </tr> <tr> <td>INSURER D:</td> <td>Atlantic Specialty Ins Co</td> <td>27154</td> </tr> <tr> <td>INSURER E:</td> <td>Nonprofits Ins Alliance of CA</td> <td>011845</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Westchester Surplus Lines Ins	10172	INSURER B:	Texas Insurance Company	16543	INSURER C:	Great American Ins. Co.	16691	INSURER D:	Atlantic Specialty Ins Co	27154	INSURER E:	Nonprofits Ins Alliance of CA	011845	INSURER F:		
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		G74291661003	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BRPCLLTAL01150008238601	02/28/2025	02/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E				202460936	09/01/2024	09/01/2025	BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			G72594083003 (1ST)	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	253232001 (OSC)	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime			MML3683024 (1ST)	09/01/2024	09/01/2025	Limit/Ded \$5M/\$50K
C	Crime-Excess			SAAE8739250200 (2ND)	09/01/2024	09/01/2025	Limit/Ded \$9M/\$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Street outreach services
City of Santa Fe, their officials, officers, employees, and agents are additional insureds per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

SANTA27 City of Santa Fe Community Health & Safety Attn: Henri Hammond-Paul 119 E Marcy St, Ste 101 Santa Fe, NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

EXCESS LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 029316252
Term: 09/01/2024 - 09/01/2025
Limits:
\$3,000,000 Aggregate
\$3,000,000 Each Claim
\$ 0 Retention

DIRECTORS' & OFFICERS' LIABILITY

Carrier: Landmark American Insurance Company (NAIC #33138)
Policy #: LPP709098
Term: 02/21/2025 - 02/21/2026
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 100,000 Retention

PROFESSIONAL LIABILITY

Carrier: Lloyd's of London
Policy #: ATR2402015
Term: 09/01/2024 - 09/01/2025
Limits:
\$3,000,000 Aggregate
\$1,000,000 Each Claim
\$ 5,000 Deductible

SEXUAL MISCONDUCT LIABILITY

Carrier: Lexington Insurance Company (NAIC #19437)
Policy #: 011170832
Term: 09/01/2024 - 09/01/2025
Limits:
\$4,000,000 Aggregate
\$2,000,000 Each Victim
\$ 50,000 Deductible Per Claimant

CYBER LIABILITY

Carrier: Houston Casualty Company (NAIC #42374)
Policy #: H24NGP24488000
Term: 09/01/2024 - 09/01/2025
Limits:
\$1,000,000 Aggregate
\$1,000,000 Each Claim
\$ 25,000 Deductible Each Claim
\$ 75,000 Aggregate Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE
OR GOVERNMENTAL AGENCY OR SUBDIVISION
OR POLITICAL SUBDIVISION – PERMITS
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p> <p>As required by written contract signed by both parties prior to loss</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Services Offered to the City of Santa Fe (2024)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2025, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, a specific determination will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service
- Information Technology Hosting (only)
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Marine equipment inspection, certification, and repair

General Services (continued):

- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Speech writers
- Statisticians

Professional Services (Continued):

- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Web design and development

The following are Construction Services:

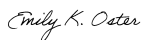
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 11/21/2024

Emily Oster, Finance Director



Date: 11/26/2024








Blanket Services Determination

Final Audit Report

2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-11-26 - 7:52:49 PM GMT

Signature: 

Email: xivigil@santafenm.gov











25-0217 Urban Alchemy

Final Audit Report

2025-06-17

Created:	2025-06-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAkJ_eZXx1ecWBitNoSlwQnyx-96eiU6Z6

"25-0217 Urban Alchemy" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-06-04 - 9:25:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2025-06-17 - 8:57:19 PM GMT
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-06-17 - 8:59:19 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-06-17 - 8:59:21 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-06-17 - 9:22:18 PM GMT- IP address: 104.28.111.172
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-06-17 - 9:57:35 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-06-17 - 9:57:37 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-06-17 - 10:48:56 PM GMT- IP address: 76.26.101.206
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-06-17 - 10:49:07 PM GMT - Time Source: server- IP address: 76.26.101.206
-  Agreement completed.
2025-06-17 - 10:49:07 PM GMT



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The Purchasing Memo

Date: July 9, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Kristen Woods, Youth and Family Services Program Manger

Via: Henri Hammond-Paul, Community Health and Safety Department Director

Subject: Consuelo's Place Fiscal Sponsorship

Vendor Name: Interfaith Community Shelter Group LLC

Munis Vendor Number: 3783

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Services Contract 24-0490 With Fiscal Sponsorship of Consuelo's Place in the Total Amount of \$1,530,000 and Extend the Term Through June 30 2026 to Provide Case Management and Property Management Services . (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3250019.

BACKGROUND AND SUMMARY:

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. In 2023, The City's Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces. On March 27th, Consuelo's Place has requested an extension of their Fiscal Sponsorship and additional funding under Contract 33250019.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

Budget Officer / Designee: Andy Hopkins Date: 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

This was procured through MUNIS RFP #24018.

Chief Procurement Officer (CPO)/Designee:  Date: 07/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM#**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 2nd, 2024 (the "Contract"), between the City of Santa Fe (the "City") and Interfaith Community Shelter Group, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to act as Fiscal Agent to provide oversight over the operations at Consuelo's Place shelter.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows: 1.

COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Seven Hundred and Eighty Thousand Dollars (\$780,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed One Million, Five Hundred and Thirty thousand dollars (\$1,530,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling One

Hundred Fifteen Thousand Seven Hundred Eighty-Eight Dollars and Fifty-Six Cents (\$115,788.56) shall be paid by the City to the Contractor at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Five Hundred Thirty Thousand Dollars \$1,530,000. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM.

Article 4 of the Contract is amended to extend the Term of the contract so that Article 4, reads in its entirety as follows:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2026 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth

below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kyle Hibner
Kyle Hibner (Jul 8, 2025 09:56 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

CONTRACTOR:

Korina Lopez
Korina Lopez (Jul 7, 2025 13:31 MDT)

KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: 07/07/2025
CRS# _____

Registration # _____

Interfaith Community Shelter Group Amendment











1

Final Audit Report

2025-07-08

Created:	2025-07-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPsdsOF_Hejt8gx7q73-ki5Y4EmC_TlEX

"Interfaith Community Shelter Group Amendment 1" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-07-07 - 5:42:41 PM GMT- IP address: 63.232.20.2
-  Document emailed to korina@interfaithsheltersf.org for signature
2025-07-07 - 5:43:25 PM GMT
-  Email viewed by korina@interfaithsheltersf.org
2025-07-07 - 5:43:43 PM GMT- IP address: 74.125.212.229
-  Signer korina@interfaithsheltersf.org entered name at signing as Korina Lopez
2025-07-07 - 7:31:54 PM GMT- IP address: 73.98.96.96
-  Document e-signed by Korina Lopez (korina@interfaithsheltersf.org)
Signature Date: 2025-07-07 - 7:31:56 PM GMT - Time Source: server- IP address: 73.98.96.96
-  Document emailed to khibner@santafenm.gov for signature
2025-07-07 - 7:31:58 PM GMT
-  Email viewed by khibner@santafenm.gov
2025-07-08 - 3:56:05 PM GMT- IP address: 104.47.65.254
-  Signer khibner@santafenm.gov entered name at signing as Kyle Hibner
2025-07-08 - 3:56:14 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Kyle Hibner (khibner@santafenm.gov)
Signature Date: 2025-07-08 - 3:56:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-07-08 - 3:56:16 PM GMT



BOARD OF DIRECTORS

Peter Ives
President
Ives Enterprises

Ramos Tsosie
Secretary
Mobile Integrated Health
Office (Retired)

Kathleen Tunney
Treasurer
Christus St. Vincent

Kate Field, LPCC
Santa Fe Crisis Center

Beverly Kellam
Interfaith Community
Shelter

Lara Yoder
St. Elizabeth's Shelter

STAFF LEADERSHIP

Michele Williams
Shelter Manager

Consuelo's Place provides non-congregate shelter for vulnerable individuals and families who are transitioning into permanent housing or whose unique circumstances make it difficult to succeed in a congregate setting; and provides life-stabilizing services for those individuals.

May 2, 2025

Henri Hammond-Paul
Kristen Woods
Office of Community Health and Safety
City of Santa Fe
Santa Fe, NM 87501

Dear Mr. Hammond-Paul and Ms. Woods:

The Consuelo's Place Board of Directors voted unanimously to begin the process of securing 501(c)3 status for the organization. The Board is committed to building on Consuelo's progress and momentum to become a stand-alone organization. While we are excited to become an independent organization, we also want the transition to be well-planned and purposeful.

The Board is finalizing our Form 1023 to the Internal Revenue Service with the intention to file by March 31, 2025. The timeline of our transition is being developed and will, to some extent, be contingent on the timeliness of the IRS's approval of our Form 1023 and additional logistics. In light of this transition, we formally request that Interfaith Community Shelter's Professional Services' Agreement with the City of Santa Fe, Munis contract #3250019, to support Consuelo's Place, be renewed for FY 2025-2026 with the caveat that the Agreement can be amended at some point during FY 2025-2026 when Consuelo's Place has the legal and fiscal ability to act independently. Additionally, we have projected finances for services for FY 2025-2026 to increase by an estimated \$50,000. If it is desirable for Consuelo's Place to contribute to any "Code Blue" servicing, we ask for added funds of \$15,000 be included in this contract. In summary, a total of \$815,000 is requested for amendment to adequately provide all services currently offered by Consuelo's Place.

Consuelo's Place remains committed to serving our community's most vulnerable populations, and we greatly appreciate the City of Santa Fe's continued partnership and support. We welcome the opportunity to discuss this request further and provide any necessary documentation to facilitate the

amendment



process.

Thank you for considering our request, and we look forward to your response.

Sincerely,

Michele Williams

Michele Williams
Shelter Manager

cc: Julie Sanchez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505 CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Berkley Regional Insurance Company 29580 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract of agreement, the City of Santa Fe, its, directors, officials, officers, employees, agents, and volunteers are additional insurance on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor.

Primary and Noncontributory 10 day cancellation

CERTIFICATE HOLDER: City of Santa Fe PO Box 909 Santa Fe, NM 87504 CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

A. BROADENED BODILY INJURY

Paragraph **3.** of **Section V – Definitions** is deleted and replaced with the following:

- 3.** “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph **14.** of **Section V - Definitions** is deleted and replaced with the following:

- 14.** “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.

- a.** False arrest, detention, or imprisonment;
- b.** Malicious prosecution or abuse of process;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- d.** Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
- f.** Misappropriation of advertising ideas or style of doing business;
- g.** Infringement of copyright, title, or slogan; or
- h.** Mental injury, mental anguish, humiliation, or shock, if directly resulting from **Items 14.a.** through **14.g.** above.

2. Exclusions **2.b.** and **2.c.** under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion **2.a.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced with the following:

- 6.** Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a.** Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b.** Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

(ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

a. \$20,000; or

b. The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:
 - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:
 - 10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.
 - 11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
 - 23.** "Special Event" means any event:
 - a. The purpose of which is to raise funds for you; or
 - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
 - (a) "Medical expenses" under **Coverage C - Medical Payments.**
 - (b) "Bodily Injury" to:
 - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
 - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - (i) A co-participant, your "volunteer worker", or your "employee"; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
 - (a) Coverage is limited to liability arising out of:
 - (1) Your ongoing operations performed for such Additional Insured; or
 - (2) Such Additional Insured's financial control of you; or
 - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
 - (4) A permit issued to you by a state or political subdivision.
 - (b) Coverage does not apply to any "occurrence" or offense:
 - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
 - (ii) Which takes place after you cease to be a tenant in that premises.
 - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
 - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
 - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;
but only if the written or oral agreement is an "insured contract";
 - (a) Currently in effect or to become effective during the term of this policy; and
 - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
 - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
 - (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Personal Injury":
 - (i) To a co-"employee" while in the course of his or her employment;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL CONDITION ENDORSEMENT - TWO OR
MORE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid, it is agreed that the following provision is added to the CONDITIONS section of the policy:

Two or More Coverage Forms or Policies Issued By Us.

Notwithstanding the Other Insurance provision, if this policy and any other coverage form or policy issued to you by us apply to the same occurrence, offense, or accident, the maximum Limit of Insurance under all such coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy.

Furthermore, in no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverages forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



City of Santa Fe, New Mexico

Memorandum



DATE: July 15th, 2025

TO: Mark Scott, City Manager MS

VIA: Henri Hammond-Paul,
Community Health and Safety Director HH

FROM: Kristen Woods, Program Manager KW

SUBJECT: Retro-Active approval for Consuelo's Place Contract Amendment #1

ITEM & ISSUE:

Request for Approval of a Retro-Active amendment (Per Page 31 of the Purchasing Manual) for Fiscal Sponsorship of Consuelo's Place Amendment #1 to Professional Services Agreement Item #24-490 which expired on June 30th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts. Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

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- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
- D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott

Mark Scott (Jul 15, 2025 18:00 MDT)

Mark Scott, City Manager

Henri Hammon-Paul

Henri Hammon-Paul, CHS Director



DATE: July 17, 2024

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Maria Sanchez Tucker, Community Services Department Director *MT*
Johanna Nelson, Office of Affordable Housing Interim Director *JN*
Julie Sanchez, Director, Youth and Family Services Division *JS*

FROM: Kristen Woods, Youth and Family Services Program Manager *KW*

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Interfaith Community Shelter LLC for Fiscal Sponsorship and Oversight of Operations of Consuelo’s Place Emergency Non-congregate Shelter in the Total Amount Not to Exceed \$750,000 including NMGRT through June 30, 2025 (Kristen Woods, Youth and Family Services Program Manager krwoods@santafem.gov)

BACKGROUND AND SUMMARY

In 2020, the City deployed dormitory rooms located on City property at the former Santa Fe University of Art and Design campus, as temporary non-congregate shelter for people experiencing homelessness. A primary goal was to mitigate the potential for a COVID outbreak among unhoused people by reducing the population density at local shelters and coordinating testing and isolation for those people who would otherwise be on the streets. Another objective was to relieve hospitals by creating a place where vulnerable patients and/or those with positive COVID tests could be discharged, as well as sheltering people leaving detox/recovery programs or detention centers. Since then, the shelter has housed 50 – 100 residents per night, with stays lasting from a few days to several weeks. Over 40% of guests have exited into long-term stable housing situations. The New Mexico Coalition to End Homelessness (NMCEH) took on the role of fiscal sponsor for the shelter, hiring staff, securing insurance, security and maintenance contracts, managing the invoicing process and applying for additional operational funding.

In late 2023 NMCEH reached out to the City of Santa Fe’s Office of Affordable Housing and formally requested to no longer be the fiscal sponsor of Consuelo’s Place due to their capacity to oversee operations. The City’s Office of Affordable Housing in collaboration with the Youth and Family Services Division released RFP # 24081 in which Interfaith was chosen as the new fiscal sponsor. NMCEH requests a release of obligation to Consuelo’s Place by the end of July 2024.

Contracted funds will be used to pay for a leadership position, several case managers, and materials costs related to operating the facility. Support services are onsite to ensure that residents are stabilized through access to health care services, mental health counseling, food, and communal spaces.

The City’s Youth and Family Services Division in partnership with the S3 funders collaborative will work with Interfaith to ensure a smooth transition plan for the residents and staff of Consuelo’s Place.

PROCUREMENT METHOD:

The Office of Affordable Housing released RFP # 24081; Fiscal Sponsorship and Operations of Consuelo’s Place, which expires June 30, 2025.

CONTRACT NUMBER:

The FY25 Munis Contract Number is **3250019**

FUNDING SOURCE:

The funding source is Human Services Fund

Fund Name/ Number: Fund 240

Munis Org Name/ Number: Human Services/ 2400122

Munis Object Name/ Number: Grants and Services/ 510400

ACTION REQUESTED:

The Office of Affordable Housing and Youth and Family Services Division respectfully requests your review and approval.

Signature: KRISTEN WOODS

Email: krwoods@santafenm.gov

Signature: Maria Tucker

Email: metucker@santafenm.gov

Signature: Johanna Nelson

Email: jcnelson@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Interfaith Community Shelter Group, Inc

Procurement/contract Title: Fiscal Sponsorship and Operations of Consuelo's Place

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98 Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Community Services **Staff Name:** Julie Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Justin Gonzales
Department Point of Contact

Contracts Administrator
Title 07/19/24
Date

Maria Sanchez-Tucker
Department Director

07/19/24
Date

JoAnn Lovato Montano
JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)
Chief Procurement Officer

Jul 22, 2024
Date

ITT Representative

Title _____
Date



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: 3250019 Procurement # (RFP/ITB# If any): # 24081 RFP

Contractor: Interfaith Community Shelter Group, Inc

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

Description/Title: Fiscal Sponsorship and Operations of Consuelo s Place

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: when signed Term End Date: June 30, 2024 Total Contract Amount: \$750,000

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

Contract / Lease: Professional Services

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

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: _____

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

3. **Procurement History:** #24081 RFP

JoAnn Lovato Montano

JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: New agreement as of July - Reissued RFP

4. **Funding Source:** Human Services **Org / Object:** 2400122/510400

Andy Hopkins

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: Funded through General Funds

5. **Grant History (if applicable):** _____

Grants Administrator Approval: _____ Date _____

Staff Contact who Completed This Form: Julie Sanchez Phone #: 505-955-6678

To be recorded by City Clerk: _____ Email: _____

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [MINNICH, CODY J.](#); [SANCHEZ, KATHY S.](#)
Cc: [LADD, ALEXANDRA G.](#); [TUCKER, MARIA E.](#); [SANCHEZ, JULIE J.](#)
Subject: RE: RFP for Consuelo's operations
Date: Thursday, January 4, 2024 11:09:46 AM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes any IT components, send it to ereview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement/contract request for processing.
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to

- placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

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

From: MINNICH, CODY J. <cjminnich@santafenm.gov>
Sent: Wednesday, January 3, 2024 2:57 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; SANCHEZ, KATHY S. <kssanchez@santafenm.gov>
Cc: LADD, ALEXANDRA G. <agladd@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: RFP for Consuelo's operations

Hi Travis and Kathy,

We are planning to issue an RFP for an operator for Consuelo's Place Shelter (the emergency non-congregate shelter at Midtown) – contract period starting 7/1/2024. NM Coalition to End Homelessness is the current fiscal agent for the shelter and do not want to continue in this role past 6/30/24. Below is a draft scope of work. It will likely be changed a bit, but not substantively. The budget for the yearly operations of the shelter is roughly \$900k. Is an RFP the correct route to go for this? Would you be able to meet sometime in the next week or two to discuss?

The Contractor shall perform the work as follows:

- A. Provide 24/7 staffing for “Consuelo’s Place Shelter” to be operated at its current location documented as follows:
 - a. The staff on the payroll must be directly involved in **the daily operation, provision of direct services, or administration of the Shelter;**
 - b. Time sheets are required and the number of hours in the payroll must match the time sheets.
 - c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.
 - B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.
 - C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.
 - D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:
 - a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.
 - b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor’s level of HMIS and CES Access).
 - c. Select from the NM CES prioritized list to fill openings when appropriate.
 - d. Participate in Case Conferencing and focus on action-oriented housing outcomes.
 - E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.
 - F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, **applying for and securing subsidy when appropriate.**
-

- G. Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.
- H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!
Cody

Cody Minnich (he/him)
Office of Affordable Housing
Community Development Department
City of Santa Fe
123 Marcy Street, Suite 205
Santa Fe, NM 87501
O: (505) 955-6574
C: (505) 819-1194



From: [Matt Loehman](#)
To: [MINNICH, CODY J.](#)
Cc: [CANDELARIA MARTINEZ, TONINETTE O.](#); [LADD, ALEXANDRA G.](#)
Subject: Re: Horizons first right of refusal
Date: Thursday, January 4, 2024 12:04:30 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Cody,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, Jan 4, 2024 at 11:58 AM MINNICH, CODY J. <cjminnich@santafenm.gov> wrote:

Good morning, Matt,

We are preparing a Request for Proposal (RFP) for an operator of a non-congregate homeless shelter. The scope of work is below. Is this service on Horizon's approved list, or can we proceed developing the RFP?

The Contractor shall perform the work as follows:

A. Provide 24/7 staffing for “Consuelo’s Place Shelter” to be operated at its current location documented as follows:

a. The staff on the payroll must be directly involved in **the daily operation, provision of direct services, or administration of the Shelter;**

b. Time sheets are required and the number of hours in the payroll must match the time sheets.

c. Contractor will provide to the City a staffing plan and time commitments (by percentage of an FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

a. Ensure that all staff is trained in completing an assessment (VI-SPDAT) identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor’s level of HMIS and CES Access).

c. Select from the NM CES prioritized list to fill openings when appropriate.

d. Participate in Case Conferencing and focus on action-oriented housing outcomes.

E. Become familiar with the Built for Zero methodology and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH and commit to quality improvement practices.

F. Work with each guest to determine long term housing needs and assist them with a housing plan, including searching for housing options, **applying for and securing subsidy when appropriate.**

G. **Work with City staff to develop a relocation plan for the closure of the current location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.**

H. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing

Thank you!

Cody Minnich (he/him)

Office of Affordable Housing

Community Development Department

City of Santa Fe

123 Marcy Street, Suite 205

Santa Fe, NM 87501

O: (505) 955-6574

C: (505) 819-1194



CITY OF SANTA FE

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **INTERFAITH COMMUNITY SHELTER GROUP, INC**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall act as Fiscal Agent to provide oversight over the operations at Consuelo’s Place shelter to ensure that there is a staffing to complete the following work:

A. Provide 24/7 staffing for “Consuelo’s Place Shelter” (Shelter) to be operated at 1600 St Michaels Drive, Building 7/St Michael’s Hall (Current Location) documented as follows:

- a. The staff on the payroll must be directly involved in the daily operation, provision of direct services, or administration of the Shelter;
- b. Time sheets or other form of payroll tracking are required and the number of hours in the payroll must match the hours in the payroll tracking.
- c. Within a month of execution of this contract, Contractor will provide to the City a staffing plan and time commitments (by percentage of a Full Time Employee (FTE) to be allocated to the operations and administration of the Shelter, if applicable.

B. Ensure that services are provided on-site, including emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, housing navigation, and security services. Develop additional programming as needed.

C. Prioritize individuals who meet federal definitions of homelessness or other standards of housing instability.

D. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

- a. Ensure that all staff is trained in completing an assessment, Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.
- b. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into the Homeless Management Information System (HMIS) (depending on Contractor’s level of HMIS and CES Access).
- c. Select from the NM CES prioritized list to fill openings when appropriate.
- d. Participate in Case Conferencing and focus on action-oriented housing outcomes.
- E. Adhere to the Built for Zero methodology adopted by the City and contribute to the by-name list by submitting at minimum a monthly report of unduplicated and deidentified individuals experiencing literal homelessness to the Built for Zero Data Manager, located at the NMCEH, and commit to quality improvement practices.
- F. Work with each client to determine long term housing needs and assist them with a housing plan, including searching for housing options, applying for and securing subsidy when appropriate.
- G. Work with City staff to finalize a lease agreement for continued use of the facilities at the Current Location, subject to extensions as needed, to be implemented within 60 days of execution of this contract.
- H. Develop a relocation plan for the closure of the Current Location (estimated for June 30, 2025) and potential relocation at a new location, including a phased intake process as needed.
- I. Report to the City on a quarterly basis the use of funds, program outcomes achieved, specifying eligibility of people served, and the percentage of guests who achieve long-term and affordable housing.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to oversee the operations at Consuelo’s Place shelter for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed seven hundred fifty thousand (\$750,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed seven hundred fifty thousand (\$750,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of**

the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025 unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination

A. 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. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

- A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **RFP** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract

modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract 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 the City: Youth and Family Services Division
Community Health and Safety Department
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Interfaith Community Shelter Group, Inc.
PO Box 22653
Santa Fe, NM 87502

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
INTERFAITH COMMUNITY SHELTER GROUP, INC



Alan Webber (Aug 2, 2024 16:57 MDT)
ALAN M. WEBBER, MAYOR



Korina Lopez (Jul 18, 2024 18:14 MDT)
KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: Aug 2, 2024

DATE: Jul 18, 2024
CRS#: 03-1132553-007
Registration #: 222294

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 07/31/2024 *XIV*

CITY ATTORNEY'S OFFICE:



Jul 18, 2024
REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES



FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services) and CONTACT INFORMATION (Melanie Martinez, (505) 428-4266, melanie.martinez@hubinternational.com). Includes insurer details for Berkley Regional Insurance Company and New Mexico Employer's Assurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

RE: 2020 Ford F250 1FT7W2B64LED39409 2020 Shower Trailer Classic Series 7K6L001246

Table with 2 columns: CERTIFICATE HOLDER (City of Santa Fe) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY
SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

Owner: KENNETH SEMAON

License Number: 222294

Issued Date: January 31, 2024

Expiration Date: January 31, 2025

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE






GB Consuelos_Place Amend 1..

Final Audit Report

2025-07-17

Created:	2025-07-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAicCn6op47UZm9RYVldgKZmwnu9ZA3MI9

"GB Consuelos_Place Amend 1.." History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-07-10 - 8:46:49 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-10 - 8:50:30 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 9:00:38 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 9:02:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-14 - 9:02:59 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-14 - 11:40:11 PM GMT - Time Source: server- IP address: 129.222.67.170
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-14 - 11:40:15 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-07-14 - 11:54:19 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-07-17 - 0:39:17 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-07-17 - 0:39:17 AM GMT



The Purchasing Memo

Date: July 9, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Randy Randall, TSF Executive Director *Randy Randall*
Randy Randall (Jul 9, 2025 13:56 MDT)

Via: Melanie Moore, SFCCC Operations Manager *Melanie Moore*

Subject: TRANE – Boiler Removal and Replacement and Circulating Pump Removal and Replacement

Vendor Name: TRANE

Munis Vendor Number: 3574

ITEM AND ISSUE:

TOURISM Santa Fe, Santa Fe Community Convention Center Respectfully Requests your Review and Approval of General Services with Trane USA for the Purchase and Installation of SFCCC Boilers in the Total Amount of \$507,148.38 for a Term Ending June 30, 2026.

Committee Review:

- Quality of Life Committee: July 23, 2025
- Finance Committee: July 28, 2025
- Governing Body: July 30, 2025

CONTRACT NUMBER:

FY26 Munis # 3260017

BACKGROUND AND SUMMARY:

Two (2) existing boilers at the Community Convention Center have deteriorated and are due for replacement. In addition to the boiler replacements, two circulating pumps will be replaced with a reconfiguration of the boiler system on BACnet MSTP Communications.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: SFCONVCTR/520

Munis Org Name/Number: CCC Oper/5206600


Munis Object Name/Number: Eqp & Machine NE/570500

Budget Officer / Designee: *Andy Hopkins* Date: 07/14/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement
SWPA #00-00000-20-00099

Chief Procurement Officer (CPO)/Designee:  Date: 07/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval:  JOHN BURNETT (Jul 14, 2025 14:40 MDT) Title: _____ Date: 07/14/2025

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: CIV2652001

Approval:  Rebecca Lovato-Sanoung (Jul 14, 2025 14:09 MDT) Title: _____ Date: 07/14/2025

Comment/Exceptions: _____

ATTACHMENTS:

SWPA 00-00000-20-00099

Vendor's Quote

Certificate of Liability Insurance (COI)

Project Ledger Approval



Trane U.S. Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113
Phone: (505) 884-2044
Fax: (505) 884-2449

June 10, 2025

Santa Fe Convention Center
201 W Marcy St
Santa Fe, NM 87501
(505) 525-9414

Site Address:
Santa Fe Convention Center
201 W Marcy St
Santa Fe, NM 87501

ATTENTION: Melanie Moore

PROJECT NAME: Remove 2 Boilers and Replace With 2 New Boilers
GSA 47QSWA20D002A /State of NM SPA 00-00000-20-00099

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

SCOPE OF SERVICE

Remove and replace existing 2-Boilers with 2- new Boilers with factory mounted pumps. Install SEP 4 Combination Hydraulic, Air, Dirt and Magnetic Separator

- Receive new units from Trucking Company
- Remove and dispose of existing equipment
- Demo existing venting through roof stack.
- After the tree has been removed, set equipment using a reach fork from driveway.
- Bring equipment into landing and lower to floor using hoisting equipment.
- Provide (2) New Lochinvar Crest w/ HellCat Combustion Boilers
 - Model # FCB2000N-8547
 - BACnet MSTP Communications
 - 10-year limited warranty on boiler
- Reconfigure pipe system in boiler room to include different Air separator and Mains
- Reconfigure piping from boiler to building pumps to accommodate and install air separator.
- Replace 2 existing pumps with Trane supplied Grundfos models
 - Model # TPE2 80-150
 - Integral VFD
- Install control valve if needed.
- Insulation as needed.
- Provide venting and controls.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$507,148.38

Price – \$468,768.00

Tax @ 8.1875% - \$38,380.38

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Excludes any Bonds
4. Work will be performed during normal Trane business hours.
5. This proposal is valid for 30 days from June 5, 2025

EXCLUSIONS

- Bond
- Painting, patching, test and balance.
- All Landscaping (To be performed by others)

I appreciate the opportunity to raise your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Mark Fafard
Cell: (505) 681-1899

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane's License Number: 352815



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
0000011132
Trane US Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113

Contact: Mark Fafard
Email: msfafard@trane.com
Telephone No.: (888) 290-5762

Number: 00-00000-20-00099

Amendment No.: One

Term: March 31, 2020 – December 9, 2026

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: (505) 490-3152

Email: Kimberly.Hunt-Brown@gsd.nm.gov

Invoice:
As Requested

Title: Total Solutions for Law Enforcement, Security, facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response (GSA #47QSWA20D002A)

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 10, 2024 to December 9, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 12/2/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: 7DF648430359445F93CE3FCEBF48D54B

Subject: 00-00000-20-00099 A001.docx

Source Envelope:

Document Pages: 1

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:

Natalie Martinez

1100 S Saint Francis Dr

Santa Fe, NM 87502

Natalie.Martinez1@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

12/2/2024 9:59:54 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Natalie Martinez

Natalie.Martinez1@gsd.nm.gov

Pool: StateLocal

Pool: General Services Department

Location: DocuSign

Location: DocuSign

Signer Events

Natalie Martinez

natalie.martinez1@gsd.nm.gov

Deputy Director

New Mexico General Services

Security Level: Email, Account Authentication (None)

Signature

NM

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Timestamp

Sent: 12/2/2024 10:01:20 AM

Viewed: 12/2/2024 10:01:28 AM

Signed: 12/2/2024 10:01:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Security Level: Email, Account Authentication (None)

Dorothy Mendonca

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 12/2/2024 10:01:32 AM

Viewed: 12/2/2024 10:06:49 AM

Signed: 12/2/2024 10:06:54 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/2/2024 10:01:20 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	12/2/2024 10:06:49 AM
Signing Complete	Security Checked	12/2/2024 10:06:54 AM
Completed	Security Checked	12/2/2024 10:06:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000011132
Trane US Inc.
5501 San Diego Ave NE
Albuquerque, NM 87113

Email: pete.hugenroth@tranetechnologies.com
Telephone No.: 888-290-5762

Price Agreement Number: **00-00000-20-00099**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: **Michael Saavedra**

Telephone No.: **505-827-0610**

Email: **Michael.Saavedra@state.nm.us**

Invoice:

As Requested

Title: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response

Term: March 31, 2020 thru December 9, 2024

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 03/30/2019

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Inspection:**
 - a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
 - b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.
6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.
8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-20-00099

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rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. Non-Collusion: In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. Nondiscrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. Items: All supplied items are to be NEW and of most current production, unless otherwise specified.

13. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. Workers' Compensation: The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. Subcontracting: The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. Subcontracts: The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds \$250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of

the location of Vendor's office or offices; and

- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions

Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause

Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-20-00099

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employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 00-00000-20-00099

Establish a Price Agreement based on GSA Contract # **47QSWA20D002A** for **Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response**

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: <http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtitled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue Clothing, Marine Craft and Emergency Disaster Response	

*** 1 Item Total ***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM
	PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com
INSURED Trane U.S. Inc. 5501 San Diego Ave NE Albuquerque, NM 87113 United States	INSURER(S) AFFORDING COVERAGE NAIC #
	COMPANY A: Old Republic Insurance Company 24147
	COMPANY B: Travelers Indemnity Co of America 25666
	COMPANY C: Travelers Property Casualty Co of Amer 25674

COVERAGES **CERTIFICATE NUMBER:** 793035 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TIME ELEMENT POLLUTION LIABILITY <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			MWZY 317456-25	4/17/2025	4/17/2026	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/SELF INS.			MWTB 317455-25 APD - Self Insured	4/17/2025	4/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-8M35413A-25-51-K (AOS) UB-8M35413A-25-51-K (MN) UB-8M370386-25-51-R (Retro) TWXJ-UB-7434L45A-24-TIL (OH)	4/17/2025 4/17/2025 4/17/2025 4/17/2025	4/17/2026 4/17/2026 4/17/2026 4/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER CANCELLATION

City of Santa Fe PO Box 909 200 Lincoln Ave Santa Fe, NM 87504-0909 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM 
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City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 7/7/2025

Project Title: SFCCC Boilers

Project Type: CIP Grant Internal Tracking

Department: TOURISM Santa Fe Project Manager: Melanie Moore Ext: 6219

Project Date Range: 7/2025 to 6/30/2026 Create Fixed Asset

Project ID: CIV2652001

Grant ID: N/A

Approved By: ERIKA LUJAN
ERIKA LUJAN (JUL 7, 2025 16:59 MDT)
CT (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: SFCONVCTR % of Funding: 100

MUNIS ORG: 5206600 MUNIS OBJ: 570500 Awarded Amount: \$507,148.38

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: EQUIP/MACH>5K MUNIS ORG: 5206600 MUNIS OBJ: 570500

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation











GB Trane Boilers Contract Packet Mayor

Final Audit Report

2025-07-14


Created:	2025-07-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY04ogMB54ET9UvVFbAERo27ymZ4dhUse

"GB Trane Boilers Contract Packet Mayor" History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-07-10 - 7:28:28 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-10 - 7:38:02 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 7:51:10 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 7:52:07 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-14 - 7:52:12 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-14 - 8:03:35 PM GMT- IP address: 129.222.67.170
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-14 - 8:04:42 PM GMT - Time Source: server- IP address: 129.222.67.170
-  Document sent to Josie Bolden (jxbolden@santafenm.gov) and ralovatosanouvong@santafenm.gov for
signature. One of them to sign
2025-07-14 - 8:04:48 PM GMT
-  Email viewed by ralovatosanouvong@santafenm.gov
2025-07-14 - 8:05:24 PM GMT- IP address: 104.47.64.254
-  Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong
2025-07-14 - 8:09:01 PM GMT- IP address: 63.232.20.2



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Adobe
Acrobat Sign

 Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)

Signature Date: 2025-07-14 - 8:09:03 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature

2025-07-14 - 8:09:08 PM GMT

 Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2025-07-14 - 8:39:54 PM GMT- IP address: 63.232.20.2

 Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2025-07-14 - 8:40:17 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-07-14 - 8:40:17 PM GMT



Date: July 14, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Randy Randall, TSF Executive Director 
Randy Randall (Jul 14, 2025 19:31 EDT)

Subject: FY26 NMTD Cooperative Marketing Grant

ITEM AND ISSUE:

Request for Approval of a New Mexico Tourism Department (NMTD) Cooperative Marketing Grant Agreement #26-418-1003001000-34 in the amount of \$208,955 for FY26 term; (Randy Randall, TOURISM Santa Fe Executive Director, rrandall@santafenm.gov and 505-955-6209).

Request for Approval of Budget Adjustment Resolution (BAR); to Allocate Funding in the Amount of \$44,283 for the Marketing Cooperative Agreement; (Randy Randall, TOURISM Santa Fe Executive Director, rrandall@santafenm.gov and 505-955-6209).

COMMITTEE REVIEW:

Quality of Life Committee: 7/23/2025

Finance Committee: 7/28/2025

Governing Body: 7/30/2025

BACKGROUND AND SUMMARY:

TOURISM Santa Fe Applied for several components of a marketing grant from the New Mexico Tourism Department (NMTD) and have been awarded a grant in the amount of \$208,955 which is broken into two components. One is \$125,055 for MMP/media where NMTD pays \$83,370 and TSF pays \$41,685 through our advertising agency (Vladimir Jones). The second component is the (Flex) which is for media of our selection (Modern Luxury) and the consumer travel shows in total of \$83,900 where NMTD pays 44,283.33 and TSF pays \$39,616.67. TSF will be reimbursed in total of \$44,283 from NMTD for their Flex contribution.

FUNDING SOURCE:

VSF Admin-Advertising / 2130521.561850
\$14,000 total value for Modern Print (FLEX)
\$4,666.67 for Modern Luxury Print paid by TSF
\$9,333.33 for Modern Luxury Print paid by NMTD
\$9,333.33 Reimbursement from NMTD for Modern Luxury Print

\$125,055 total value for Media (MMP)
\$41,685 paid by TSF Advertising Agency
\$83,370 paid by NMTD (not reimbursable)

VSF Admin-Registrations / 2130521.560700

\$69,900 total value for Tradeshows (FLEX)

\$34,950 paid by TSF

\$34,950 paid by NMTD

\$34,950 for Reimbursement from NMTD for Consumer Tradeshows

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Marketing Agreement**

THIS AGREEMENT, numbered **26-418-1003001000-34**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **TOURISM Santa Fe**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties' efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Meet or exceed the requirements of its FY26 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY26 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
 1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY26 Award Summary.
 2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
 3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).
- C. Agree to follow the established New Mexico True Brand Style Guide available via link [here](#) and attached hereto as *Exhibit B*.
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*.

1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
 2. Acknowledge that in the event Partner fails to timely respond within 10 business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.
- F. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A*.
1. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
 2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all initiatives or works in progress.
- G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
- H. In addition to the above obligations, for all Flex funds expended, Partner must also:
1. Acknowledge that it has access to, and agrees to comply with, the FY26 Flex Reimbursement Request Form via the online grant platform and related cycle documents located at <https://accounts.submittable.com/a/login> and attached hereto as *Exhibit E*. The online application form and Partner's responses to that form are incorporated herein by reference.
 2. Obtain prior approval utilizing the Asana form linked [here](#) and attached hereto as *Exhibit C* and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True Brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
 3. Acknowledge NMTD reserves the right to unilaterally determine eligible line items. Line items which fail to meet the established New Mexico True Brand Style Guide shall not be reimbursed.
 4. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2025 and May 31, 2026 must be submitted within 30 days of placement in market.
Expenses incurred before the execution of this agreement will not be eligible for reimbursement.
 - ii. All requests for payment must be received by June 10, 2026. Incomplete or illegible requests will not be processed.
 - iii. Eligible expenses submitted for reimbursement must be incurred, billed, and paid by the awarded partner or fiscal agent. Invoices which name entities other than the awarded partner will be deemed ineligible.
 - iv. The Tracking and Impact Report must be completed and submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2026. A copy of vendor-supplied metrics and performance reports may be uploaded in lieu of the Tracking and Impact Report using

the Asana form linked [here](#) and attached hereto as *Exhibit D*. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:
 - 1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
 - 2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
 - 3. Pay media vendors for ad placement and/or services.
 - 4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link [here](#) and attached hereto as *Exhibit B*
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. Creative assets disapproved by NMTD will be deemed ineligible for reimbursement.
- E. NMTD may require that additional samples be submitted, or Brand logos be removed from creative assets before use.
- F. If Partner fails to obtain prior approval or should NMTD determine Partner's creative production and Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).
- G. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by

or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions.

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2026.
 - 1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
 - 2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
 - 3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.
- C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. 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 electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
 Nelida Griego
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-795-0108 | nelida.griego@ntd.nm.gov

To Partner: Jordan Guenther
TOURISM Santa Fe
200 Lincoln Ave. P.O. Box 909
Santa Fe, NM, 87504
505-309-1194 | jguenther@santafenm.gov

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Agency Head Designee listed below.

FOR PARTNER:

By: _____
Alan Webber, MAYOR, City of Santa Fe

Date: _____

Attest:

By: _____
Andréa Salazar, City Clerk

Date: _____

City Attorney's Office:

By: Christopher W. Ryan
Christopher W. Ryan (Jul 2, 2025 16:17 MDT)
Senior Assistant City Attorney

Date: 07/02/2025

Approved for Finances:

By: Emily K. Oster
Finance Director

Date: 7/17/25

ORG/OBJ CODE:

Approved for legal sufficiency:

By: _____
Novela Salazar, General Counsel NMTD

Date: _____

By: _____
Rayline Sebay, CPO, ASD NMTD

Date: _____

By: _____
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

Date: _____

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01710541002

By: _____
Taxation and Revenue Department

Date: _____

FY26 NM True Cooperative Marketing Program

Organization Name: TOURISM Santa Fe
 Primary Contact: Joy Rice
 Email: jlrice@santafenm.gov
 Phone: 5059556205

AWARD SUMMARY

Type	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/25	Partner \$ Due 12/02/25
MMP	7	\$125,055.00	\$83,370.00	\$41,685.00	\$20,842.50	\$20,842.50
FLEX	3	\$83,900.00	\$44,283.33	\$39,616.67	N/A	N/A
Total	10	\$208,955.00	\$127,653.33	\$81,301.67	\$20,842.50	\$20,842.50

Initiative	Details	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/25	Partner \$ Due 12/02/25
MMP AWARDS							
New Mexico True Adventure Guide - 2 Page Spread + Digital	Details	1	\$27,387.00	\$18,258.00	\$9,129.00	\$4,564.50	\$4,564.50
New Mexico Magazine Print Ads (3X, Full Page) + Digital	Details	1	\$14,820.00	\$9,880.00	\$4,940.00	\$2,470.00	\$2,470.00
Texas Monthly Print Ad (Full Page) + Digital + E-Newsletter	Details	2	\$30,810.00	\$20,540.00	\$10,270.00	\$5,135.00	\$5,135.00
Dallas - D Magazine Print Ads (3X, Full Page) + Advertorial & Bonus E-Newsletter	Details	1	\$19,788.00	\$13,192.00	\$6,596.00	\$3,298.00	\$3,298.00
Denver 5280 Magazine Print Ads (3X, Full Page) + Digital	Details	1	\$16,500.00	\$11,000.00	\$5,500.00	\$2,750.00	\$2,750.00
Phoenix Magazine Print Ads (3X, Full Page) + Digital	Details	1	\$15,750.00	\$10,500.00	\$5,250.00	\$2,625.00	\$2,625.00
FLEX AWARDS							
Unicomm LLC; Travel and Adventure Shows (Maintenance Markets) Unicomm LLC; Travel and Adventure Shows, we are requesting funding to attend the following shows in our Maintenance Markets in order of priority:1. Denver2. Dallas3. PhoenixEach Show has an estimated attendance ranging from 10,000 to 15,000 attendees. Each show is two days long over a Saturday and Sunday. We are requesting funding to support as many as nine New Mexico destinations; Albuquerque, Taos, Taos Ski Valley, Gallup, Red River, Farmington, Las Cruces, Roswell, Los Alamos, and Santa Fe have expressed interest in attending with the CoOp funding. The objective is to increase visibility for New Mexico and each participating destination to the Leisure travelers in these markets. This will be measured by an increase in visitation and Lodgers Tax for each destination. Santa Fe has taken the lead in acquiring funding to help NMTD support other destinations in New Mexico and to increase the awareness and presence at each Travel and Adventure show. We are requesting that NMTD provide flexibility on the funding as some shows draw more destinations than others.		1	\$41,940.00	\$20,970.00	\$20,970.00	N/A	N/A
Modern Luxury Placement: Full page ad in September 2025 IssuesObjective: Continue to increase awareness and drive growth in the following opportunity markets.Markets (in order of priority)1) Chicago According to Datafy, there has been a 5% increase in trips booked from Chicago when compared to last fiscal year. We plan to build upon that momentum in the upcoming fiscal year. 2) HoustonTexas remains a priority, accounting for 25% of total visitation in 2024. Ranking 4th in total trips to Santa Fe in 2024, Houston continues to be a top priority growth market.3) Los AngelesLos Angeles ranked 6th in total trips to Santa Fe in 2024. We have also seen a 2.8% increase in the number of trips Y/Y. Our goal is to leverage that momentum going into the next fiscal year.		1	\$14,000.00	\$9,333.33	\$4,666.67	N/A	N/A
Unicomm LLC; Travel and Adventure Shows (Development Markets)* Unicomm LLC; Travel and Adventure Shows, we are requesting funding to attend the following shows in our Development Markets in order of priority:1. Chicago2. Los Angeles3. Bay AreaEach Show has an estimated attendance ranging from 10,000 to 15,000 attendees. Each show is two days long over a Saturday and Sunday. We are requesting funding to support as many as nine New Mexico destinations; Albuquerque, Taos, Taos Ski Valley, Gallup, Red River, Farmington, Las Cruces, Roswell, Los Alamos, and Santa Fe have expressed interest in attending with the CoOp funding. The objective is to increase visibility for New Mexico and each participating destination to the Leisure travelers in these markets. This will be measured by an increase in visitation and Lodgers Tax for each destination. Santa Fe has taken the lead in acquiring funding to help NMTD support other destinations in New Mexico and to increase the awareness and presence at each Travel and Adventure show. We are requesting that NMTD provide flexibility on the funding as some shows draw more destinations than others.		1	\$27,960.00	\$13,980.00	\$13,980.00	N/A	N/A

*NMTD is funding Los Angeles and Bay Area shows ONLY



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 7/7/2025

Project Title: NMDT Marketing Coop

Project Type: CIP Grant Internal Tracking

Department: TOURISM Santa Fe Project Manager: Jordan Guenther Ext: 6212

Project Date Range: 7/2025 to 6/30/2026 Create Fixed Asset

Project ID: <u>TOU2621301</u>
Grant ID: <u>S2603</u>
Approved By: <u>ERIKA LUJAN</u> <small>ERIKA LUJAN JULIE 2025 (A 35 MUT)</small>
CT (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM Tourism Department % of Funding: _____

MUNIS ORG: 2130521 MUNIS OBJ: 490300 Awarded Amount: 127,653.33

Funding Source: LOCAL % of Funding: _____

MUNIS ORG: 2130521 MUNIS OBJ: 561850 & 560700 Awarded Amount: 81,301.67

Expense String Phase: **TOTAL PROJECT: 208955.00**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: ADVERTISING, REGISTRATION MUNIS ORG: 2130521 MUNIS OBJ: 561850 & 560700

Grants Only (list all grants if applicable):

Grantor Name: NMTD Coop Agree #26-418-1003001000-34 Awarded Amount: 127,653.33

AR Charge Code: 2130521.490300 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700019 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)


Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation



Date: July 14, 2025

TO: Governing Body

FROM: Andréa Salazar, City Clerk/Director of Community Engagement 

RE: Memorandum of Agreement Between the City of Santa Fe and Santa Fe County Regarding the Qualifications of Municipal Candidates to Receive Payments from the City's Public Finance Fund for the 2025 Regular Local Election

ITEM & ISSUE:

Request for Approval of a Memorandum of Agreement with Santa Fe County Outlining the City and County's Responsibilities for the November 4, 2025, Regular Local Election as it Relates to Municipal Candidates Seeking Public Campaign Financing. (Andréa Salazar, City Clerk/Director of Community Engagement; asalazar@santafenm.gov)

BACKGROUND AND SUMMARY:

The County Clerk will be conducting a regular local election on November 4, 2025, pursuant to the Local Election Act, Chapter 1 Article 22 NMSA 1978; and various City positions for Public Officials will be filled at the 2025 Regular Local Election. The City Code provides for public financing campaigns for municipal elected officials. State and local statutes identify the duties of both the City and County Clerks therefore this memorandum of agreement solidifies the responsibilities of the City and County Clerk as it pertains to qualifications of candidates electing to be a certified public financed candidate.

ACTION REQUESTED

Consideration of the above request.

Attachments: Memorandum of Agreement

Signature: 
ANDREA SALAZAR (JUL 2025 11:08 MDT)

Email: asalazar@santafenm.gov

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY REGARDING THE
QUALIFICATION OF MUNICIPAL CANDIDATES TO RECEIVE PAYMENTS FROM
THE CITY'S PUBLIC FINANCE FUND FOR THE 2025 REGULAR LOCAL
ELECTION

The City of Santa Fe (City) and Santa Fe County (County), (collectively “Parties”), enter into this Memorandum of Agreement (MOA), effective as of the date of the last signature by the Parties.

Recitals

WHEREAS, the County Clerk will be conducting a regular local election on November 4, 2025, (“2025 Regular Local Election”) pursuant to the Local Election Act, Chapter 1, Article 22 NMSA 1978;

WHEREAS, various City positions for Public Officials will be filled at the 2025 Regular Local Election; and

WHEREAS, the City Code has adopted a Campaign Code, Section 9-2 SFCC 1987, which, amongst other things, provides for public financing of campaigns for municipal elected officials; and

WHEREAS, NMSA 1978, Sec. 1-22-3.2(A) states that “[e]lection provisions or procedures in an ordinance or charter of a municipality that do not conflict with the Election Code shall be administered pursuant to the ordinances or charter of the municipality, unless the municipal clerk and the county clerk have signed a memorandum of understanding for the county clerk to conduct election provisions or procedures on behalf of the municipality”; and

WHEREAS, NMSA 1978, Sec. 1-22-3.2(D)(2) states that “if the date in the ordinances or charter of the municipality for submitting documents to be approved for public financing is an earlier date than the filing date for declarations of candidacy provided in the Local Election Act, the municipal clerk shall accept declaration of candidacy and other candidate qualification documents from persons seeking to be approved for public financing on the date provided in the ordinances or charter of the municipality upon which the municipal clerk shall deliver to the county clerk the candidate qualification documents of each person seeking to be approved for public financing”; and

WHEREAS, NMSA 1978, Sec. 1-22-3.2(D)(3) states that “the county clerk shall notify the municipal clerk in writing no later than 5:00 p.m. on the third day following receipt of the candidate qualification documents that the certificate of registration of the candidate, the declaration of candidacy and the petition, if any, are in proper order and whether the person, based on those documents, is qualified to be a candidate”; and WHEREAS, pursuant to Section 1-22-7(A) declarations of candidacy for positions that will be filled at a regular local election are to be filed on the seventieth (70th) day before the regular local election; and

WHEREAS, the deadline for submitting documents to be approved for public financing that is set forth in Section 9-3.9 SFCC 1978 is an earlier date than the filing date for declarations of candidacy set forth in Section 1-22-7(A); and

WHEREAS, Section 9-3.9 SFCC 1978 states that “[o]n or before the ninety-fifty (95th) day before the election the city clerk shall deliver to the county clerk, pursuant to Section 1-22-3.2(D)(2) NMSA 1978, the candidate’s declaration of candidacy and certificate of valid nominating petition, and shall request from the county clerk a determination, pursuant to 1-22-3.2(D)(3) NMSA 1978, whether the candidate is qualified to be a candidate.”; and

WHEREAS, the City and County wish to enter into this MOA to clarify the process for the qualification of candidates by the County Clerk pursuant to 9-3.9 SFCC 1978 and NMSA 1978, Section 1-22-3.2, for the 2024 Regular Local Election.

The Parties’ Agreement

1. Parties Responsibilities.

A. City’s Responsibilities.

1. On or before August 1, 2025, the City will hand-deliver to the front window of the County Clerk’s Office the original declarations of candidacy and original candidate qualification documents of individuals seeking approval for public financing for the 2025 Regular Local Election, including nominating petitions.
2. The City Clerk’s Office shall not alter or otherwise mark the original declarations of candidacy and candidate qualification documents, including affixing ink or other stamps that document receipt. The

City Clerk's Office may make copies of such documents before delivering them to the County Clerk's Office.

3. The City is responsible for enforcing the City's Campaign Code, including the revocation of a candidate's certification as publicly financed and repayment of funds pursuant to Section 9-3.9 SFCC 1987.

B. County's Responsibilities.

1. The County Clerk will notify the City Clerk in writing no later than 5:00 p.m. on the third day following receipt of the candidate qualification documents that the certificate of registration of the candidate, the declaration of candidacy and the petition, if any, are in proper order and whether the person, based on those documents, is qualified to be a candidate for 2025 Regular Local Election. The County Clerk's determination will be limited to factors set forth in NMSA 1978, Section 1-22-10(A), and consistent with the New Mexico Secretary of State's practices for evaluating the sufficiency of nominating petitions.
2. The County Clerk is not responsible for any changes that candidates make that may disqualify them as a candidate or for enforcing the City's Campaign Code after the date on which they are qualified as a candidate for public financing.

2. Termination. Termination of this MOA shall not nullify obligations already incurred for performance or failure to perform before the date of termination.

3. Tort Claims Act. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred by the City or County in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1. The Parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this MOA modifies or waives any provision of the New Mexico Tort Claims Act.

4. Governing Law. The laws of the State of New Mexico shall govern this MOA, without giving effect to its choice of law provisions. Venue shall be New Mexico in accordance with NMSA 1978, § 38-3-2.

5. Counterparts. This MOA may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties.

6. Integration Clause. This MOA incorporates all covenants and understandings of the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this MOA. No prior covenants or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOA.

7. Invalid Term or Condition. If any term or condition of this MOA shall be invalid or unenforceable, the remainder of this MOA shall not be affected and shall be valid and enforceable.

8. Notices. Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Katharine E. Clark
County Clerk
Santa Fe County
P.O. Box 1985
Santa Fe, New Mexico 87504
505-986-6280

CITY: Andrea Salazar
City Clerk

9. Effective Date. This MOA shall become effective upon the date of last signature by the Parties.

10. Amendment. This MOA will not be altered, changed or amended except by an instrument in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties duly executed this MOA as of the dates written below.

CITY OF SANTA FE

Alan Webber, Mayor Date

ATTEST:

Andréa Salazar, City Clerk Date

APPROVED AS TO FORM:

Marcos Martinez 07/08/2025
Marcos Martinez (Jul 8, 2025 16:06 MDT)

Marcos D. Martinez, Senior Assistant City Attorney Date

[County signatures on next page]

SANTA FE COUNTY

Gregory S. Shaffer,
Santa Fe County Manager

Date

Approved as to form:

Walker Boyd
Santa Fe County Attorney

MOA 2025 Candidates for Public Financing

Final Audit Report

2025-07-08

Created:	2025-07-08
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa6BI_j_-sYk1Vj7x-2CY3LE6p6phRtVM

"MOA 2025 Candidates for Public Financing" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-07-08 - 10:03:18 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-07-08 - 10:04:07 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-07-08 - 10:06:01 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
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CITY OF SANTA FE

Memorandum

Date: May 30, 2025

To: Governing Body and Quality of Life Committee

From: Marci Eannarino; Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry; City Attorney EM

RE: Ballot question to require consent to a mayor's removal of a city manager, city attorney, or city clerk

EXECUTIVE SUMMARY:

The resolution proposes to submit a ballot question to the City of Santa Fe ("City") voters during the November 4, 2025, regular election. Currently, Section 5.01(G), of the City's Charter allows a mayor to "have the authority to remove the city manager, city attorney and city clerk without council approval". The ballot question would amend the City's Charter to require governing body consent before removal of a city manager, city attorney, or city clerk.

BACKGROUND:

The process for placing a question on the ballot considers the following items:

- Section 10.02 of the City's Charter states, "This Charter may be amended or repealed as provided by law. The city attorney shall review and render and publish a public opinion as to the legality and form of any proposed charter amendment before it is submitted to the voters."
- State law, NMSA 1978, Section 3-15-16 states that a home rule municipality may amend its Charter "by a proposal submitted by the governing body of the municipality to the qualified electors."
- Therefore, a Resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document its wish to submit a proposal to the electors.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

A RESOLUTION

PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION, REGARDING AMENDING THE CITY’S CHARTER TO REQUIRE GOVERNING BODY CONSENT BEFORE A MAYOR CAN REMOVE A CITY MANAGER, CITY ATTORNEY, OR CITY CLERK.

WHEREAS, Article 5.01(G) of the City of Santa Fe’s (“City’s”) Charter (“Charter”) authorizes a mayor to “remove the city manager, city attorney and city clerk without council approval”; and

WHEREAS, the positions of city manager, city attorney, and city clerk are critical and directly influence the administration, legal integrity, and transparency of City government; and

WHEREAS, Article 5.01(E) of the Charter requires governing body consent to a mayor’s appointment of a city manager, city attorney, and city clerk; and

WHEREAS, it is reasonable to require governing body consent before a mayor removes a city manager, city attorney, or city clerk as well; and

1 **WHEREAS**, amending Charter, Article 5.01(G) is necessary to require council consent to
2 a mayor’s removal of a city manager, city attorney, or city clerk; and

3 **WHEREAS**, the City’s Charter states that it may be “amended or repealed as provided by
4 law”; and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule
5 municipality may amend its Charter by submitting a proposal to the qualified electors; and

6 **WHEREAS**, to require governing body consent to a mayor’s removal of a city manager,
7 city attorney, or city clerk, Article 5.01(G) of the Charter should be amended to read as follows:

8 **5.01. – Powers and duties.**

9 The city shall have a mayor who shall:

- 10 A. Be elected at large by the voters of the city;
- 11 B. Have a vote on all matters that come before the governing body;
- 12 C. Be the chief executive officer of the city whose position shall be full-
13 time;
- 14 D. Earn an initial salary of \$74,000.00 until such time that an independent
15 salary commission is established by city ordinance and such commission
16 sets the salary for mayor;
- 17 E. Appoint with the consent of the governing body, the city manager, city
18 attorney, city clerk, and members of advisory commission;
- 19 F. Exercise supervisory authority over the city manager, city attorney and
20 city clerk;
- 21 G. Have the authority to remove the city manager, city attorney and city clerk
22 ~~[without]~~ with [council approval] governing body consent;
- 23 H. Cause the ordinances and regulations of the city to be faithfully and
24 constantly obeyed;
- 25 I. Have, within the city limits, the power conferred on the sheriffs of counties

- 1 to suppress disorders and keep the peace;
- 2 J. Propose programs and policies to the governing body;
- 3 K. Represent the city in intergovernmental relationships;
- 4 L. Present an annual state of the city message which shall identify, among
5 other matters, the mayor’s legislative agenda for the upcoming year;
- 6 M. Work with city personnel and timely prepare an annual budget and
7 proposed spending priority for review and approval by the finance
8 committee and the governing body;
- 9 N. Be recognized as head of the city government for all ceremonial purpose;
10 and
- 11 O. Be recognized by the governor for purpose of military law.

12 **WHEREAS**, the Governing Body wishes to submit the above recommended amendment
13 to the City’s voters for approval; and

14 **WHEREAS**, a resolution adopted by the Governing Body describing a proposed ballot
15 question is the mechanism the City uses to document that it wishes to submit a proposal to the
16 electors; and

17 **WHEREAS**, NMSA 1978, Section 1-16-3, requires the City to “file a resolution proposing
18 the ballot question” with the county clerk, not less than seventy (70) days before the election at
19 which the Governing Body proposes a ballot question for the voters’ consideration.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
21 **CITY OF SANTA FE** that it proposes placing the following question on the ballot during the
22 regular, local election on November 4, 2025:

23 **REQUIRING GOVERNING BODY CONSENT FOR A MAYOR’S**
24 **REMOVAL OF THE CITY MANAGER, CITY ATTORNEY, OR CITY**
25 **CLERK**

1 Should the Santa Fe Municipal Charter be amended to require governing body
2 consent before a mayor may remove a city manager, city attorney, or city clerk?

3 For Against

4 **BE IT FURTHER RESOLVED** that the City Clerk shall present this ballot question to
5 the Santa Fe County Clerk no later than August 26, 2025.

6 **BE IT FURTHER RESOLVED** that if the voters approve the above ballot question, then
7 the City’s Charter shall be amended as follows:

8 **5.01. – Powers and duties.**

9 The city shall have a mayor who shall:

- 10 A. Be elected at large by the voters of the city;
- 11 B. Have a vote on all matters that come before the governing body;
- 12 C. Be the chief executive officer of the city whose position shall be full-time;
- 13 D. Earn an initial salary of \$74,000.00 until such time that an independent
14 salary commission is established by city ordinance and such commission
15 sets the salary for mayor;
- 16 E. Appoint with the consent of the governing body, the city manager, city
17 attorney, city clerk, and members of advisory commission;
- 18 F. Exercise supervisory authority over the city manager, city attorney and
19 city clerk;
- 20 G. Have the authority to remove the city manager, city attorney and city clerk
21 ~~[without]~~ with [council approval] governing body consent;
- 22 H. Cause the ordinances and regulations of the city to be faithfully and
23 constantly obeyed;
- 24 I. Have, within the city limits, the power conferred on the sheriffs of counties
25 to suppress disorders and keep the peace;

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- J. Propose programs and policies to the governing body;
- K. Represent the city in intergovernmental relationships;
- L. Present an annual state of the city message which shall identify, among other matters, the mayor’s legislative agenda for the upcoming year;
- M. Work with city personnel and timely prepare an annual budget and proposed spending priority for review and approval by the finance committee and the governing body;
- N. Be recognized as head of the city government for all ceremonial purpose; and
- O. Be recognized by the governor for purpose of military law.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2025.

ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jun 18, 2025 12:51 MDT)
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Amending Charter to Require Council Approval for Removal of City Manager, City Attorney, & City Clerk

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Ballot question to require consent to a mayor's removal of a city manager, city attorney, or city clerk

Sponsor(s): Councilors Pilar Faulkner and Lee Garcia

Reviewing Department(s): City Attorney's Office; City Clerk's Office

Staff Completing FIR: Marci Eannarino; Legislation and Policy Innovation Manager

Date: 6/11/2025 Phone: (505) 955-6518

Reviewed by City Attorney: Erin McSherry Date: 06/18/2025
Erin McSherry (Jun 18, 2025 12:51 MDT)

Reviewed by Finance Director: Emily K. Oates Date: 06/18/2025

Summary:

The resolution proposes a ballot question to be submitted to the City of Santa Fe ("City") voters during the November 4, 2025, regular election. Currently, Section 5.01(G), of the City's Charter allows a mayor to "have the authority to remove the city manager, city attorney and city clerk without council approval". The ballot question would amend the City's Charter to require Governing Body consent for a mayor's removal of a city manager, city attorney, or city clerk.

Departments Affected:

Mayor; Governing Body; City Manager; City Attorney; City Clerk

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the proposed ballot question will not be added to the ballot for the general election on November 4, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

This Resolution would require the City Clerk to present the ballot question to the Santa Fe County Clerk no later than August 26, 2025.

Fiscal Implications:

*** Should the Governing Body adopt the Resolution, the City Clerk would then present the approved ballot question to the Santa Fe County Clerk by August 26, 2025.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Marci Cannarino*

Email: maeannarino@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL/RESOLUTION NO. 2025-__
Ballot Question Requiring Council Approval for Termination of the City Manager, City Attorney,
and City Clerk

The following members of the Governing Body joined sponsorship of this legislation:

Amanda Chavez
Amanda Chavez (Jun 26, 2025 10:25 MDT)
Amanda Chavez, Councilor

Date



CITY OF SANTA FE

Memorandum

Date: June 24th, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, and Finance Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME
ME

Via: Erin K. McSherry, City Attorney EM
EM

RE: Ballot question to provide for a vote of six councilors to remove or suspend the city manager, city attorney, and city clerk

EXECUTIVE SUMMARY:

The resolution proposes to submit a ballot question to the City of Santa Fe's ("City") voters during the November 4, 2025, regular local election. The ballot question would ask voters whether or not to amend Article VI, "Governing Body", Section 6.02 of the City's Charter ("Charter") to give the governing body the authority to suspend or remove the city manager, city clerk, and/or city attorney by a vote of five councilors at a regularly scheduled meeting. Additionally, as a matter of technicality, should the voters approve the change to Article VI, Section 6.02, the amendment would also remove Section 8.04 from Article VIII, "City Manager" from the Charter because the language in this section would become duplicative.

BACKGROUND:

The process for placing a question on the ballot considers the following items:

- Section 10.02 of the City's Charter states, "This Charter may be amended or repealed as provided by law. The city attorney shall review and render and publish a public opinion as to the legality and form of any proposed charter amendment before it is submitted to the voters."
- State law, NMSA 1978, Section 3-15-16 states that a home rule municipality may amend its Charter "by a proposal submitted by the governing body of the municipality to the qualified electors."
- Therefore, a Resolution adopted by the Governing Body describing a proposed ballot questions is the mechanism the City uses to document its wish to submit a proposal to the electors.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Amanda Chavez

A RESOLUTION

PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY OF SANTA FE VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION, REGARDING AMENDING ARTICLES VI, SECTION 6.02 AND VIII, SECTION 8.04 OF THE CITY’S MUNICIPAL CHARTER TO ALLOW FIVE COUNCILORS TO SUSPEND OR REMOVE THE CITY MANAGER, CITY ATTORNEY, AND CITY CLERK AT A REGULARLY SCHEDULED MEETING.

WHEREAS, pursuant to Article 5.01(E) of the City of Santa Fe’s (“City’s) Municipal Charter (“Charter”), the mayor appoints the city manager, city attorney and city clerk with the consent of the governing body; and

WHEREAS, pursuant to Article 5.01(G), the mayor may remove the city manager, city attorney, and the city clerk “without council approval”; and

WHEREAS, in addition to the mayor’s powers described in Article 5.01(G), Article 8.04 states that a city manager may be suspended or removed by a vote of six councilors and;

WHEREAS, it is reasonable that a governing body’s powers also include suspension or removal of a city attorney and/or a city clerk; and

1 **WHEREAS**, five (5) votes is a majority of the members of the governing body and should
2 be sufficient proportion of the governing body to suspend or remove; and

3 **WHEREAS**, an amendment to the Charter’s powers of the governing body, as described
4 in Article VI, Section 6.02, as well as to a city manager’s “Removal” as it is described in Article
5 VIII, Section 8.04 is necessary to allow the governing body to remove or suspend a city attorney
6 or a city clerk and to reduce the number of votes to remove or suspend the city manager; and

7 **WHEREAS**, the Charter states that it may be “amended or repealed as provided by law”;
8 and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality
9 may amend its Charter by submitting a proposal to the qualified electors; and

10 **WHEREAS**, to allow the governing body to suspend or remove a city attorney and/or a
11 city clerk by a vote of five members, Article 6.02 of the Charter should be amended to read as
12 follows:

13 **6.02. - Powers and duties.**

14 A. The governing body shall serve as the principal policy maker of the city,
15 and shall, as necessary, amend existing policies that are consistent with
16 other provisions of the Charter. The governing body shall consider the
17 legislative agenda put forth by the mayor and propose amendments to
18 existing policies and propose new policies.

19 B. All legislative powers of the city shall be vested in the governing body,
20 except as otherwise required by law or this Charter. The governing body
21 shall provide for the exercise of its powers and for the performance of all
22 duties and obligations imposed on the city by law.

23 C. The governing body shall by ordinance fix the annual salaries of the
24 municipal judge and councilors and shall review those salaries not less
25 than every four years.

1 D. The governing body shall by ordinance establish an independent salary
2 review commission whose sole purpose shall be to review and set the
3 mayor's salary. The independent salary review commission shall review
4 the mayor's salary no less than every four years.

5 E. The governing body shall by ordinance set a policy for reimbursement of
6 the actual and necessary expenses incurred by the mayor, the municipal
7 judge and city councilors.

8 F. The governing body shall consider and take action throughout the year on
9 the mayor's legislative agenda.

10 G. The governing body may suspend or remove the city manager, city
11 attorney, and/or city clerk by a vote of five councilors during a regularly
12 scheduled meeting.

13 **WHEREAS**, should the amendment above be made to Article VI, Section 6.02 of the
14 Charter, the contents of Article VIII, Section 8.04 would become duplicative and therefore should
15 be removed as a technical change and as shown below:

16 **~~[8.04. -- Removal.~~**

17 ~~The city manager may be suspended or removed:~~

18 ~~A. — By the mayor; or~~

19 ~~B. — By a vote of six councilors at a regularly scheduled~~
20 ~~meeting.]~~

21 **WHEREAS**, the Governing Body wishes to submit the above recommended amendment
22 to the City's voters for approval; and

23 **WHEREAS**, a resolution adopted by the Governing Body describing a proposed ballot
24 question is the mechanism the City uses to document that wish to submit a proposal to the electors;
25 and

1 **WHEREAS**, NMSA 1978, Section 1-16-3, requires the City to “file a resolution proposing
2 the ballot question” with the county clerk, not less than seventy (70) days before the election at
3 which the Governing Body proposes a ballot question for the voters’ consideration.

4 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
5 **CITY OF SANTA FE** that the following question shall be placed on the ballot during the regular,
6 local election on November 4, 2025:

7 **AUTHORITY FOR FIVE COUNCILORS TO SUSPEND OR REMOVE**
8 **THE CITY MANAGER, CITY ATTORNEY, AND/OR CITY CLERK.**

9 Should Article VI, Section 6.02 the Santa Fe Municipal Charter be amended to
10 provide that five councilors may suspend or remove the city manager, city
11 attorney, and/or city clerk during a regularly scheduled meeting?

12 For Against

13 **BE IT FURTHER RESOLVED** that the City Clerk shall present this ballot question to
14 the Santa Fe County Clerk no later than August 26, 2025.

15 **BE IT FURTHER RESOLVED** that if the voters approve the above ballot question, then
16 the City’s Charter shall be amended as follows:

17 **6.02. - Powers and duties.**

18 A. The governing body shall serve as the principal policy maker of the city,
19 and shall, as necessary, amend existing policies that are consistent with
20 other provisions of the Charter. The governing body shall consider the
21 legislative agenda put forth by the mayor and propose amendments to
22 existing policies and propose new policies.

23 B. All legislative powers of the city shall be vested in the governing body,
24 except as otherwise required by law or this Charter. The governing body
25 shall provide for the exercise of its powers and for the performance of all

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duties and obligations imposed on the city by law.

C. The governing body shall by ordinance fix the annual salaries of the municipal judge and councilors and shall review those salaries not less than every four years.

D. The governing body shall by ordinance establish an independent salary review commission whose sole purpose shall be to review and set the mayor's salary. The independent salary review commission shall review the mayor's salary no less than every four years.

E. The governing body shall by ordinance set a policy for reimbursement of the actual and necessary expenses incurred by the mayor, the municipal judge and city councilors.

F. The governing body shall consider and take action throughout the year on the mayor's legislative agenda.

G. The governing body may suspend or remove the city manager, city attorney, and/or city clerk by a vote of five councilors during a regularly scheduled meeting.

[8.04. -- Removal.

~~The city manager may be suspended or removed:~~

~~A. — By the mayor; or~~

~~B. — By a vote of six councilors at a regularly scheduled meeting.]~~

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

ALAN WEBBER, MAYOR

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ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 3, 2025 14:42 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Ballot question for majority vote to remove city manager, city attorney, and city clerk

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Ballot question to provide five councilors to remove or suspend the city manager, city attorney, and/or city clerk

Sponsor(s): Councilors Pilar Faulkner and Amanda Chavez

Reviewing Department(s): City Attorney’s Office; City Clerk’s Office

Staff Completing FIR: Marci Eannarino; Legislation and Policy Innovation Manager

Date: 06/24/2025 **Phone:** 505-955-6518

Reviewed by City Attorney: *Erin McSherry* **Date:** 07/03/2025
Erin McSherry (Jul 3, 2025 14:42 MDT)

Reviewed by Finance Director: *Emily K. Oster* **Date:** 07/03/2025

Summary:

The resolution proposes to submit a ballot question to the City of Santa Fe’s (“City”) voters during the November 4, 2025, regular local election. The ballot question would ask voters whether or not to amend Article VI, “Governing Body”, Section 6.02 of the City’s Charter (“Charter”) to give the governing body the authority to suspend or remove the city manager, city clerk, and/or city attorney by a vote of five councilors at a regularly scheduled meeting. Additionally, as a matter of technicality, should the voters approve the change to Article VI, Section 6.02, the amendment would also remove Section 8.04 from Article VIII, “City Manager” of the Charter because the language in this section would become duplicative.

Departments Affected:

Governing Body; City Manager; City Attorney; City Clerk

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the proposed ballot measure will not be added to the ballot for the general election on November 4, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

This Resolution would require the City Clerk to present the ballot question to the Santa Fe County Clerk no later than August 26, 2025.

Fiscal Implications:

None.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Marci Cannarino*

Email: maeannarino@santafenm.gov




CITY OF SANTA FE

Memorandum

Date: June 18, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk 
AS

RE: Alcohol Approval for Wine and Chile Fiesta's Grand Tasting

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the Wine and Chile Fiesta to serve wine at the Santa Fe Wine and Chile Fiesta Grand Tasting on City of Santa Fe ("City") property at Fort Marcy Park/ Mager's Field on the last Saturday of September for the years 2025 through 2029.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Santa Fe Wine and Chile Fiesta's Grand Tasting;
- the location is Fort Marcy Park/ Mager's Field;
- the dates are September 27, 2025; September 26, 2026; September 25, 2027; September 30, 2028; September 29, 2029;
- the hours are 11:00 a.m. – 3:00 p.m.;
- the alcohol served will be wine;
- 3,600 attendees are expected;
- a Public Celebration Permit is required, a Special Dispenser Permit, and an Interstate Wine Tasting/Competition Permit; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than \$2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Fiscal Impact Report
Resolution

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Councilor Signe Lindell

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10 **A RESOLUTION**

11 **AUTHORIZING THE CONSUMPTION OF WINE DURING THE SANTA FE WINE AND**
12 **CHILE FIESTA’S GRAND TASTING ON THE LAST SATURDAY OF SEPTEMBER,**
13 **FOR THE YEARS 2025-2029, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.**

14 **WHEREAS**, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City of
15 Santa Fe (“City”) property; and

16 **WHEREAS**, for serving alcohol at City properties not specifically mentioned in SFCC
17 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that
18 specifies the event, date, hours, location, number of expected attendees, type of alcohol to be
19 served, permits, and insurance, at least thirty (30) days prior to the event; and

20 **WHEREAS**, the Santa Fe Wine and Chile Fiesta is celebrating its 35th anniversary in 2025,
21 an event which has become nationally recognized as a premier wine tasting event; and

22 **WHEREAS**, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic
23 generator for Santa Fe with an overall annual impact to Santa Fe in excess of \$7.7 million according
24 to a 2024 Southwest Planning and Marketing economic impact analysis; and

25 **WHEREAS**, the Santa Fe Wine and Chile Fiesta’s Board of Directors desires to hold its

1 annual Grand Tasting on City property not mentioned in Section 23-6.2(A), in particular Fort
2 Marcy/Mager's Field; and

3 **WHEREAS**, Santa Fe Wine and Chile Fiesta plans to offer complimentary transportation
4 for attendees to and from the grand tasting; and

5 **WHEREAS**, the Santa Fe Wine and Chile Fiesta Board of Directors wishes to host the
6 event on the same City property for the next five years.

7 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
8 **CITY OF SANTA FE** that alcohol service during the Santa Fe Wine and Chile Fiesta Grand
9 Tasting, is hereby approved according to the following parameters:

10	Event:	Santa Fe Wine and Chile Fiesta Grand Tasting
11	Dates:	September 27, 2025; September 26, 2026;
12		September 25, 2027; September 30, 2028;
13		September 29, 2029
14	Hours:	11:00 a.m.- 3:00 p.m.
15	Location:	Fort Marcy Park/ Mager's Field
16	Number of Expected Attendees:	3,600 (Includes 600 Staff, Participating
17		Restaurants, Wineries and Vendors)
18	Type of Alcohol to be served:	Wine
19	Required Permits:	Public Celebration Permit, Special Dispenser
20		Permit, and Interstate Wine Tasting/Competition
21		Permit
22	Required Insurance:	Liquor Liability and General Liability insurance
23		with limits not less than \$2,000,000 per
24		occurrence and in aggregate, with the City of
25		Santa Fe, its officials, directors, employees, and

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agents as additional insureds on a primary and
noncontributory basis. Wine and Chile shall
provide the City with Certificates of Insurance
and applicable endorsements.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jun 26, 2025 16:38 MDT)
ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Alcohol Approval for Wine and Chile Grand Tasting

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk Date: 6/26/2025 Phone: (505) 955-6327

Reviewed by City Attorney: Erin McSherry Date: 06/26/2025
Erin McSherry (Jun 26, 2025 16:38 MDT)

Reviewed by Finance Director: Emily K. Oster Date: 06/26/2025

Summary:

The proposed Resolution would authorize the consumption of wine at Santa Fe Wine and Chile Fiesta's Grand Tasting. The Santa Fe Wine and Chile Grand Tasting will be held at Fort Marcy Park/ Mager's Field on the last Saturday of September for the years 2025-2029, from 11:00 a.m. to 3:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A).

Departments Affected:

City Clerk's Office

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the Santa Fe Wine and Chile Fiesta's Grand Tasting on the last Saturday of September, through the years 2025-2029, will not have permission to serve wine.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None.

Fiscal Implications:

None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 
ANDREA SALAZAR (June 10, 2025 17:47 MDT)

Email: asalazar@santafenm.gov




CITY OF SANTA FE

Memorandum

Date: June 18, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk 

RE: Alcohol Approval for Wine and Chile Fiesta's Chile Friday

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the Santa Fe Wine and Chile Fiesta to serve beer, wine, cider, and mixed drinks that include liquor at the Santa Fe Wine and Chile Fiesta's Chile Friday tasting event on City of Santa Fe ("City") property, specifically Fort Marcy Park/ Mager's Field, on the last Friday of September from the years 2025 -2029.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution to allow consumption of alcohol on City property at locations that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Santa Fe Wine and Chile Fiesta's Chile Friday tasting event;
- the location is Fort Marcy Park/Mager's Field;
- the dates are September 26, 2025, September 25, 2026, September 24, 2027, September 29, 2028, and September 28, 2029;
- the time is from 12:00 p.m. through 3:00 p.m.;
- the alcohol served will be beer, wine, cider and mixed drinks that include liquor;
- 1,850 attendees are expected;
- a Public Celebration Permit, a Special Dispenser Permit, and an Interstate Wine Tasting/Competition Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than \$2,000,000, per occurrence and in the aggregate.

Chile Friday is a tasting event serving mixed beverages with liquor. Tasting events are authorized pursuant to SFCC 1987, Section 23-6.3(B)(7).



CITY OF SANTA FE

Memorandum

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

A RESOLUTION

AUTHORIZING A TASTING EVENT AND THE CONSUMPTION OF BEER, WINE, CIDER, AND MIXED BEVERAGES THAT INCLUDE LIQUOR DURING THE SANTA FE WINE AND CHILE FIESTA’S CHILE FRIDAY EVENT ON THE LAST FRIDAY OF SEPTEMBER, FOR THE YEARS 2025-2029, PURSUANT TO SUBSECTIONS 23-6.3 (B)(7) AND 23-6.2 (C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City of Santa Fe (“City”) property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, SFCC 1987, Section 23-6.3(B)(7), authorizes tasting events on City property, pursuant to the requirements of Section 23-6.2(C); and

WHEREAS, tasting events authorize the offering of mixed drinks with an ABV under ten

1 per cent (10%); and

2 **WHEREAS**, the Santa Fe Wine and Chile Fiesta’s Chile Friday (“Chile Friday”), a tasting
3 event for beer, wine, cider, and mixed beverages that include liquor, has taken place annually for
4 three (3) years; and

5 **WHEREAS**, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic
6 generator for the City with an overall annual impact to Santa Fe in excess of \$7.7 million according
7 to a 2024 Southwest Planning and Marketing impact analysis; and

8 **WHEREAS**, the Santa Fe Wine and Chile Fiesta’s Board of Directors desires to hold its
9 annual Chile Friday on City property; and

10 **WHEREAS**, alcohol service for this tasting event will be limited to beer, wine, cider, and
11 mixed drinks that include liquor and are required to adhere to all regulations required in Section
12 23-6.3 SFCC 1987; and

13 **WHEREAS**, the Santa Fe Wine and Chile Fiesta’s Board of Directors wishes to host the
14 Chile Friday event on City property for the next five years.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE** that alcohol service during Chile Friday shall adhere to all regulations
17 required in Section 23-6.3 SFCC 1987.

18 **BE IT FURTHER RESOLVED THAT** the event is hereby approved according to the
19 following parameters:

- 20 Event: Santa Fe Wine and Chile Fiesta’s Chile Friday
- 21 Dates: September 26, 2025; September 25, 2026; September 24,
22 2027; September 29, 2028; September 28, 2029
- 23 Hours: 12:00 p.m.- 3:00 p.m.
- 24 Location: Fort Marcy Park/ Mager’s Field
- 25 Number of expected attendees: 1,850 (Includes 350 staff,

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participating restaurants, wineries and vendors)
Type of alcohol to be served: Beer, wine, cider, mixed beverages that include liquor
Required Permits: Public Celebration Permit, Special Dispenser Permit, and
Interstate Wine Tasting/Competition Permit
Required Insurance: Liquor Liability and General Liability insurance with
limits not less than \$2,000,000, per occurrence and in
aggregate, with the City, its officials, directors,
employees, and agents as additional insureds on a primary
and noncontributory basis.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Jul 2, 2025 09:48 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Alcohol Approval Wine and Chile Fiesta Chile Friday

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Alcohol Approval for Wine and Chile Fiesta's Chile Friday Tasting Event

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): Governing Body and Quality of Life Committee

Staff Completing FIR: Andrea Salazar, City Clerk Date: 6/26/2025 Phone: (505) 955-6327

Reviewed by City Attorney: Erin McSherry Date: 07/02/2025
Erin McSherry (Jul 2, 2025 09:48 MDT)

Reviewed by Finance Director: Emily K. Costar Date: 07/02/2025

Summary:

The proposed resolution would authorize the consumption of beer, wine, cider, and mixed drinks that include liquor at the Santa Fe Wine and Chile Fiesta's Chile Friday tasting event, every last Friday of September from 2025 through 2029. If approved, Chile Friday will be held at Fort Marcy Park/ Mager's Field on September 26, 2025; September 25, 2026; September 24, 2027; September 29, 2025; and September 28, 2029, from 12:00 p.m to 3:00 p.m.. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution to approve events on Santa Fe City property that are not specifically listed in Section 6.2(A) and SFCC 1987, Section 23-6.3(B)(7), which requires the Governing Body to adopt a Resolution to authorize a tasting event for events which offer liquor in mixed drinks.

Departments Affected:

City Clerk's Office

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the Chile Friday tasting event would not be authorized to include service of beer, wine, cider and mixed drinks that include liquor.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None.

Fiscal Implications:

None.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 
ANDREA SALAZAR (JUL 7 2025 10:11 MDT)

Email: asalazar@santafenm.gov





CITY OF SANTA FE

Memorandum

Date: June 30, 2025

To: Governing Body, Public Works Committee and Quality of Life Committee

From: Gabrielle Chavez, Transit Director of Administration 
GC

Via: Regina Wheeler, Public Works Director 
RW

RE: Santa Fe Trails Updated Requirements for Public Transportation Agency Safety Plan

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails Fiscal Year 2025 Public Transportation Agency Safety Plan (“PTASP”). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration (“FTA”) for public transportation systems that receive federal funding under the FTA’s Urbanized Area Formula Grant.

BACKGROUND:

On July 19, 2018, the Federal Transit Administration (“FTA”) published the Public Transportation Agency Safety Plan’s (“PTASP”) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA’s Urbanized Area Formula Grants (49 U.S.C. § 5307) to implement Safety Management Systems (“SMS”). The PTASP rule became effective on July 19, 2019. Santa Fe Trails PTASP was approved by the Governing Body on December 9, 2020, and was subsequently submitted to FTA to fulfill this requirement.

The PTASP was updated in January 2023 to include requirements enacted under the Bipartisan Infrastructure Law. As a result, transit agencies that receive federal financial assistance under 49 U.S.C 5307 and serve urbanized areas with populations under 200,000 are required to develop an PTASP in cooperation with frontline employee representatives. On April 9, 2024, the FTA published the first major update to the PTASP’s required regulations. These updates are a part of a continuing effort to improve transit safety performance on federally supported transit systems, and PTASP is the first rule finalized by the FTA under the Bipartisan Infrastructure Law’s requirements to make transit safer for both transit workers and passengers.

The Santa Fe Trails May 2025 updated PTASP was developed in full cooperation with frontline employee representatives and is intended to ensure compliance with the FTA’s new regulatory standards while continuing to prioritize the safety and well-being of transit personnel and riders.



CITY OF SANTA FE

Memorandum

The updated plan also includes new requirements addressing transit worker assault, safety reporting and hazard identification, additional safety performance targets and the consideration of infectious disease data from the CDC or state health authorities.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Lee Garcia

Mayor Alan Webber

A RESOLUTION

APPROVING THE UPDATED SANTA FE TRAILS AGENCY SAFETY PLAN AND DIRECTING ITS SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, pursuant to 49 Code of Federal Regulations (CFR) Part 673, the United States Department of Transportation (“USDOT”), Federal Transit Administration (“FTA”) requires operators of public transportation systems who receive federal financial assistance under 49 U.S.C Chapter 5307 through the FTA’s Urbanized Area Formula Grant to develop or update a Public Transportation Agency Safety Plan (“PTASP”); and

WHEREAS, under 49 CFR Part 673.21, the PTASP must include processes and procedures for the agency’s “Safety Management System”, which consists of 1) Safety Management Policy, 2) Safety Risk Management, 3) Safety Assurance, and 4) Safety Promotion; and

WHEREAS, other requirements under 49 CFR Part 673 require the following:

1. Performance targets based on the safety performance criteria pursuant to 49 CFR 673.11(3), and established under the National Public Transportation Safety Program

- 1 (“NPTSP”); and
- 2 2. Adherence to all applicable requirements and standards as set forth in the FTA’s PTSP
- 3 and NPTSP pursuant to 49 CFR 673.11; and
- 4 3. Establishing a process and timeline for conducting an annual review and update of the
- 5 PTASP pursuant to 49 CFR 673.11(5); and

6 **WHEREAS**, in particular, grant recipients in communities of two hundred thousand

7 (200,000) or fewer must develop a PTASP “in cooperation with frontline employee

8 representatives”; and

9 **WHEREAS**, Santa Fe Trails is the City of Santa Fe’s public bus system that provides a

10 city-wide network of public transportation; and

11 **WHEREAS**, Santa Fe Trails is a recipient of Urbanized Area Formula Grant funds and

12 therefore is required to submit an updated PTASP; and

13 **WHEREAS**, the City adopted its most recent PTASP via Resolution 2023-2; and

14 **WHEREAS**, 49 Code of Federal Regulations (CFR) Part 673 was updated in April of

15 2024, to incorporate the requirements of the PTASP Final Rule which included new requirements

16 addressing transit worker assault, safety reporting and hazard identification, additional safety

17 performance targets, and the consideration of infectious disease data from the Center for Disease

18 Control or state health authorities; and

19 **WHEREAS**, the Santa Fe Trails PTASP was updated in May 2025 to incorporate the new

20 requirements; and

21 **WHEREAS**, the Public Works Department, Transit Division, prepared the Santa Fe Trails

22 PTASP, attached as Exhibit A, dated on May 2025, in coordination with frontline employee

23 representatives.

24 **NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF**

25 **THE CITY OF SANTA FE** hereby approves the updated Santa Fe Trails PTASP, attached as

1 Exhibit A.

2 **BE IT FURTHER RESOLVED** that the Governing Body authorizes staff to submit its
3 updated Santa Fe Trails PTASP to the FTA and the New Mexico Department of Transportation.

4 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

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ALAN WEBBER, MAYOR

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10 ATTEST:

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13 ANDRÉA SALAZAR, CITY CLERK

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APPROVED AS TO FORM:

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Erin McSherry

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[Erin McSherry \(Jul 2, 2025 11:47 MDT\)](#)
ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2025/Resolutions/Santa Fe Trails Updated Requirements for Agency Safety Plan

Santa Fe Trails

Agency Safety Plan

May 2025



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1. Transit Agency Information

Transit Agency Name	Santa Fe Trails		
Transit Agency Address	Santa Fe Trails, 2931 Rufina St. Santa Fe NM, 87507		
Name and Title of Accountable Executive	Andrew Baca, Interim Director of Operations and Maintenance The Accountable Executive meets the requirements in 49 CFR § 673.5 and §673.23(d)(1). Please see the Roles and Responsibilities of the Accountable Executive in Section 4-Safety Management Policy.		
Name of SMS Executive/Chief Safety Officer	Gabrielle Chavez, Director of Administration The SMS Executive meets the requirements of § 673.5 and §673.23(d)(2). Please see the Roles and Responsibilities of the SMS Executive in Section 4-Safety Management Policy.		
Mode(s) of Service Covered by This Plan	Fixed-route Bus and Demand Response	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed-route Bus – directly operated Demand Response – directly operated		
Does the agency provide transit services on behalf of another transit agency or entity?	NO	Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

System Description

History

In 1991, the City of Santa Fe ordinance was passed enabling the formation of Santa Fe Trails. The purpose of this legislation was to:

- provide safe and efficient transit services
- reduce congestion, crashes, and pollution caused by single-occupant vehicles;
- extend the life of the city's roads by reducing traffic;
- provide transportation alternatives to residents, particularly transit-dependent groups such as seniors, youth, low- income, and mobility-impaired residents;
- provide residents with better access to educations and higher-paying jobs, and;
- reduce oil dependence by incorporating the use of alternative fuels; such as CNG.

Governing Body

Santa Fe Trails is governed by the Transit Advisory Board (TAB) along with the Mayor and an eight-member Council that represents the four districts within the City of Santa Fe. The TAB consists of nine representatives who represent Seniors, At-large, ADA, Business, Tourism, Intuitions and Government, and Education.

Description

The Santa Fe Trails fixed route system launched in January of 1993, which is the city of Santa Fe's small urban transit system and provides the greatest level of fixed service to the area. Santa Fe Trails is serviced by a fleet of 32 state-of-the-art buses and hosts ten distinct routes. The Transit Division also operates the Santa Fe Pick-Up, which provides free shuttles around downtown and to Museum Hill, utilizing four cutaway vans. The Transit Division also operates Santa Fe Ride, the Complementary Paratransit Service for ADA and Seniors, using 18 vehicles of varying sizes. Santa Fe Trails was the nation's first transit system to operate its entire fleet with cleaner-burning compressed natural gas (CNG). Its mission is to provide transit service in the City of Santa Fe (and parts of Santa Fe County) to get area residents and visitors where life takes them and boasts an annual ridership close to 1 million.

Santa Fe Trails Executive Leadership

The Interim Director of Operations and Maintenance serves as the Accountable Executive for the City of Santa Fe Transit Division's Agency Safety Plan and Safety Management System and is also responsible for the Transit Asset Management (TAM) Plan. The Director of Operations and Maintenance also presently has safety oversight responsibilities. Santa Fe Trails does not have a safety manager position, therefore the Transit Director of Administration serves as the SMS Executive.

Goals

- provide a level of service that meets, if not exceeds, industry standards;
- identify, eliminate, minimize, and control safety hazards and their associated risks, and;
- comply with the applicable requirements of regulatory agencies.
- Update ASP in cooperation with front line transit worker representatives.

Agency Safety Plan and Safety Management System (SMS)

Santa Fe Trails developed this safety plan to comply with 49 CFR Part 673, the PTASP regulation. This plan also serves as an "SMS user's manual" that guides Santa Fe Trails in the successful implementation and operation of its SMS.

The FTA defines SMS as:

“The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency’s safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.”

Furthermore, SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry’s existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. The SMS is appropriately scaled to size, scope, and complexity of Santa Fe Trails.

Santa Fe Trails’ SMS has four distinct components, which are discussed in subsequent sections of this safety plan:

- Safety management policy
- Safety risk management
- Safety assurance
- Safety promotion

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Santa Fe Trails	
	Signature of Accountable Executive	Date of Signature
Signature by the Accountable Executive	Interim Director of Operations and Maintenance	06/07/2025
	Name of Entity that Approved	Date of Approval
Approval by the Board of Directors or an Equivalent Authority	Santa Fe City Council	
	Relevant Documentation (title and location)	
	City Council Minutes link	
Certification by State Department of Transportation	N/A	

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	12/2021
2		Update	12/2022
3		Reviewed – No Update Needed	12/2023
4		Updated	6/2024
5		Updated	5/2025

Annual Review and Update of the Public Transportation Agency Safety Plan

The Accountable Executive and SMS Executive will jointly review and update the Santa Fe Trails Agency Safety Plan, including its safety performance targets, by July 1st of each year. The Santa Fe Trails Agency Safety Plan is developed and updated in coordination with frontline transit worker representatives, as stipulated in the AFSCME bargaining agreement and CFR Part 674. The union will appoint a shop steward to serve as a liaison for frontline transit workers. Santa Fe Trails Agency will invite the shop steward and union leadership to participate in developing and revising the safety plan. This shop steward, along with union leadership, will provide feedback, propose changes, request updates, and initiate agreements on behalf of frontline workers. These proposals, updates, and agreements are then presented as agenda items at the monthly employee meetings. The Accountable Executive will review and approve any changes to the plan, sign the updated version, and submit it to the Santa Fe City Council for final review and approval.

3. Safety Performance Targets

Targets	Fixed Route	Demand Response
Major Events (total)	18	2
Major Events Rate	3	2
Collision Rate	1	0
Pedestrian Collision Rate	1	0
Vehicular Collision Rate	1	0
Fatalities (total)	0	0
Fatality Rate	0	0
Transit Worker Fatality Rate	0	0
Injuries (total)	22	2
Injury Rate	4	2
Transit Worker Injury Rate	2	3
Assaults on Transit Workers (total)	1	0
Rate of Assaults on Transit Workers	1	0
System Reliability	1.75 miles	2.1 miles

****Per 100,000 VRM****

Safety Performance Target Coordination		
<p>The Santa Fe Trails Accountable Executive shares its safety performance targets with the Santa Fe Metropolitan Planning Organization (MPO) each year after its formal adoption by the Santa Fe City Council. The Accountable Executive also provides a copy of our formally adopted Safety Plan, including safety performance targets, to the New Mexico Department of Transportation (NMDOT). Santa Fe Trails personnel are available to coordinate with NMDOT and the MPO in the selection of NMDOT and MPO safety performance targets upon request.</p>		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	New Mexico Department of Transportation	July 1, 2025
Targets Transmitted to the	Metropolitan Planning Organization Name	Date Targets Transmitted

Metropolitan Planning Organization(s)	Santa Fe Metropolitan Planning Organization	July 1, 2025
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4. Safety Management Policy

Santa Fe Trails Safety Management Policy Statement (SMPS)

To all Santa Fe Trails Staff:

In accordance with the Federal Transit Administration's (FTA) final rule 49 CFR Part 673, Santa Fe Trails has developed a Public Transportation Agency Safety Plan (PTASP) to establish a uniform system of public transit safety management, known as the Safety Management System (SMS). As the Director of Operations and Maintenance, I will serve as the Accountable Executive responsible for ensuring the successful implementation of these new safety standards throughout our organization.

I will support the integration of this Policy Statement to guide us as we adopt and follow the federal safety guidelines.

Safety has always been a core value and business commitment for Santa Fe Trails. The agency is dedicated to developing, implementing, maintaining, and continuously improving its daily practices to ensure the safety of customers, employees, contractors, and the public. To guide the prioritization of safety and integrate it into everyday operations, Santa Fe Trails will utilize safety management processes to allocate necessary resources, such as personnel, funding, and technology.

The goal is to promote a robust safety culture and achieve the highest levels of safety performance set by the FTA. The agency's safety management plan reflects a thoughtful, collaborative approach to working with frontline transit worker representatives. This recognizes the vital role these workers play in operating and maintaining the public transportation systems essential to the communities they serve.

By actively engaging with frontline worker representatives, the agency demonstrates a commitment to open, transparent communication, as well as a willingness to incorporate the insights and concerns of those on the ground. This collaboration allows for a deeper understanding of the challenges and needs faced by transit workers, enabling the development of policies and programs that better support them in their critical duties.

Furthermore, this approach emphasizes the importance of nurturing strong partnerships between transit agencies, policymakers, and the frontline workforce. This synergy helps ensure the public's mobility needs are met efficiently and fairly, while also addressing the interests and well-being of the dedicated individuals who keep transit systems running smoothly. Ultimately, this inclusive stance towards frontline worker representatives reflects an all-inclusive, people-centered vision for the future of sustainable, accessible public transportation.

Santa Fe Trails Transit has installed a drop box to enable transit workers to report safety concerns, including assaults, near-misses, and unsafe acts or conditions, to senior management. The drop box includes protection for workers who report issues, as well as a description of worker behaviors that may result in disciplinary action.

To ensure effective communication, Santa Fe Trails Transit will notify employees via email and post updates publicly on the operator notification board for notification and participation. Additionally, the

transit agency must disseminate the Safety Management Policy throughout its entire organization.

Santa Fe Trails Transit will establish the necessary authorities, accountabilities, and responsibilities for the management of safety within its organization. This will be done in collaboration with the TAB transit advisory Board and the AFSCME Union, as they relate to the development and management of the transit agency's Safety Management System (SMS).

Santa Fe Trails is committed to the following core capacities:

Executive Commitment to Safety - Executive Management will cultivate an organizational culture that prioritizes safe operations. We will dedicate appropriate resources to develop the PTASP, development and ensuring safe practices, improving procedures when necessary, and encouraging effective employee safety reporting and communication. Santa Fe Trails will hold every executive, manager, and employee accountable for upholding our commitment to safe operations. Santa Fe Trails will leverage multiple communication channels to keep employees, policymakers, and the broader community informed.

Communication & Training - Frontline worker representatives and employee engagement are crucial to a well-functioning safety management system (SMS). To enable greater awareness of our safety objectives, performance targets, and ongoing safety communication, we will develop and fine-tune our communication systems at every level of the organization. All levels of management must proactively engage employees and continuously work to keep safety communication simple, honest, and open. Importantly, all employees will be made aware of the importance of our SMS and trained in any new or improved safety reporting procedures. Santa Fe Trails will utilize a comprehensive communication strategy, leveraging all available platforms, to effectively inform its employees, policymakers, and the broader community.

Responsibility & Accountability - All Santa Fe Trails employees, including managers, frontline workers, and contractors, are responsible for providing safe and high-quality transit services that meet the department's performance standards. Each manager will take an active role in the Safety Management System (SMS) process, ensuring that Safety Assurance functions are supported and advocated. Managers are also accountable for overseeing Safety Risk Management in their operational areas, assessing and mitigating the safety risks associated with identified hazards. Safety performance will be a significant factor in the annual performance evaluations for all Santa Fe Trails employees and managers.

Employee Reporting - Santa Fe Trails will implement a safety reporting program that empowers all frontline employees to voice their safety concerns. Employees are required to use this program as part of the organization's safety management system (SMS). No employee will face retaliation for reporting a safety issue through the program, unless the report indicates an illegal act, gross misconduct, negligence, or a deliberate disregard of department and/or City of Santa Fe's rules and policies.

Performance Monitoring & Measurement - To drive continuous safety improvements, Santa Fe Trails will establish realistic safety performance measures and targets. A diverse team, including employees and frontline staff, will work closely with management to ensure the proposed safety risk mitigation strategies are suitable, beneficial, and impactful.

Review & Evaluation - To measure and improve our safety management system (SMS) performance, Santa Fe Trails will analyze key safety indicators, review inspections, and evaluate corrective action

reports. These assessments will inform revisions or development of safety objectives, performance targets, and the overall Agency Safety Plan, with the aim of driving continuous, effective safety enhancements. As a living document, the Agency Safety Plan undergoes regular monitoring to ensure its ongoing applicability and functionality.

We appreciate your full cooperation in creating a safer work environment for our employees and customers.

Sincerely,

Andrew J. Baca

Interim Director of Operations and Maintenance
Santa Fe Trails Transit – City of Santa Fe

Safety Management Policy Communication

Santa Fe Trails' Safety Management Policy (SMP) will continue to undergo an annual review. Once the SMP has been updated and presented before the City's Governing Body for approval. The Transit Training Administrator will distribute a physical copy of the Safety Management Policy Statement (SMPS) and each employee will sign an acknowledgment of receipt during the next bi-monthly staff training for all employees. Any updates, amendments, or new agreements will be communicated to all employees during the bi-monthly training sessions, where the SMP will be presented as an agenda item. Additionally, the SMPS will be posted on facility bulletin boards and presented during a regularly scheduled Transportation Advisory Board meeting for discussion. This policy will also be provided to all new hires as part of Transit's new hire training.

Authorities, Accountabilities, and Responsibilities

Roles and Responsibilities of the Accountable Executive

The Santa Fe Trails Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain this Agency Safety Plan.

The Accountable Executive is accountable for ensuring that Santa Fe Trails effectively implements its SMS throughout the agency and addresses SMS substandard safety performance. The Accountable Executive is responsible for signing SMS implementation planning documents and endorsing SMS implementation team membership.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for Santa Fe Trails safety performance cannot be delegated and always rests with the Accountable Executive.

The Santa Fe Trails Accountable Executive's roles include, but are not necessarily limited to:

- Decision-making about human and capital resources needed to support asset management, SMS activities, and capital investments;
- Maintaining the Transit Asset Management (TAM) Plan;
- Signing SMS implementation planning documents, and ensuring that SMS is effectively implemented throughout Santa Fe Trails public transportation system;
- Ensuring action is taken to address substandard performance in Santa Fe Trails SMS;
- Endorsing SMS implementation team membership;
- Developing and maintaining SMS documentation;
- Directing hazard identification and safety risk assessment;
- Monitoring safety risk mitigation activities;
- Planning safety management training; and
- Providing periodic reports on safety performance.

Roles and Responsibilities of the SMS Executive

The SMS Executive supports the Accountable Executive in developing, implementing, and operating Santa Fe Trails' SMS. The SMS Executive reports directly to the Accountable Executive for matters involving SMS.

The SMS Executive's role includes:

- Assisting in developing and maintaining SMS documentation;
- Assisting in hazard identification and safety risk assessment;
- Assisting in safety risk mitigation activities;
- Assisting in planning safety management training, and;
- Other duties as assigned/necessary

Santa Fe Trails identifies and documents all the SMS-related organizational accountabilities and responsibilities of the SMS Executive job function, and this documentation is captured and stored in the Accountable Executive's office.

Agency Leadership and Executive Management Roles

Members of Santa Fe Trails' leadership have authorities and responsibilities for the day-to-day implementation and operation of the agency's SMS.

Santa Fe Trails Agency Leadership and Executive Management include:

- Director of Maintenance and Operations
- Transit Director of Administration
- Supervisors
- Training Administrator
- Fleet and Facilities Manager
- City Council
- Transit Advisory Board (TAB)
- Mayor
- City Manager

The Agency Leadership and Executive Management are responsible for the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Overseeing the implementation and operation of Santa Fe Trails' SMS;
- Providing input into the allocation of resources to accomplish the goals and objectives of the agency safety plan;
- Providing oversight and maintaining compliance with the agency safety plan;
- Modifying policies consistent with the implementation of the agency safety plan;

Key Staff Roles

Santa Fe Trails' Key Staff has the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Assisting the Accountable Executive and the SMS Executive in developing, implementing, and operating the SMS. Based on responsibilities and expertise, the Key Staff assist in hazard identification, safety risk assessment, safety risk mitigation, safety performance monitoring, safety performance measurement, safety training, and safety communication activities.
- Key staff plays a significant role as subject matter experts in hazard identification, safety risk assessment, safety risk mitigation, and safety performance monitoring activities.
- Key staff functions that bring experience and expertise to bear on SMS activities include:
 - Managers;
 - Supervisors
 - Dispatchers;
 - Bus Operators;
 - Vehicle Mechanics, and;
 - Other skilled professionals as needed.
- Safety Meetings: All staff are mandated to attend our Safety Meetings which are held the 3rd Wednesday of each month. With the purpose of presenting and discussing potential hazards

- and strategies to mitigate the consequences of those hazards. Management and Supervisors are required to attend a weekly meeting with the same mission.
- During the safety meetings, the Agency Safety Plan is presented to frontline safety representatives.

Employee Safety Reporting Program

Santa Fe Trails has implemented a voluntary safety reporting program that encourages employees to report any safety concerns, including assaults on transit workers, near-misses, unsafe acts or conditions, or other issues observed during transit service delivery. This voluntary program operates separately from the company's mandatory reporting requirements for accidents and incidents.

The employee safety reporting program (ESRP) provides protections for employees who report safety issues, concerns, or conditions and ensures that discipline will not be applied, and employees have protection against reprisal or any other adverse action for reporting a safety issue, concern, or condition.

The ESRP also describes employee behaviors that are not protected under the program and may result in disciplinary action, such as an employee engaged in an illegal act, committed gross negligence, or deliberately or willfully disregarded regulations or Santa Fe Trails' procedures.

The ESRP clarifies:

- What to report, what not to report, and how to report;
- What managers should do when employees report safety concerns;
- How reports are documented; and
- How employees will receive feedback about the results of their reports.

The reporting system is simple to use and available to all Santa Fe Trails employees. Santa Fe Trails' ESRP addresses the following:

- Who is responsible for developing and managing the employee safety reporting program;
- Timely response to employee safety reports.
- How the agency provides feedback to employees on the action(s) taken to address the reported safety issue, condition, or concern;
- Investigation of reported safety issues, conditions, or concerns for causal or contributing factors.
- How the transit system documents and reviews safety issues, conditions, or concerns to determine if a hazard exists; and
- If the issue is determined to be a hazard, how the hazard is then entered into the safety risk management process.

Santa Fe Trails is committed to providing feedback to its employees who report a safety issue, condition, or concern. This feedback is provided either directly in a one-on-one conversation or through the safety meeting platform. The feedback addresses what, if any action, will be taken to address the reported safety issue, condition, or concern.

Forms are available in dispatch for employees to fill out and report any safety issues, conditions, or concerns along with a dispatch log for employees who report over the radio. There is also the ability for each employee to e-mail a safety issue, concern, or condition directly to management. If an employee

does not have access to e-mail, they can contact the call center at 505-955-2001 and the safety issue, condition, or concern will be logged and management immediately informed via email. The general public can also utilize e-mail via the City of Santa Fe website and the call center as mentioned above.

A description of the ESRP is kept in the Accountable Executive's office at Santa Fe Trails Headquarters. The ESRP is distributed to all current employees during the training provided on employee safety reporting and new employees during their new-hire orientation.

6. Safety Risk Management (SRM)

Santa Fe Trails uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process wherein hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Santa Fe Trails' leadership. The Santa Fe Trails SRM process allows us to carefully examine what could cause harm, determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The Accountable Executives supported by the SMS Executive leads the Santa Fe Trails SRM process to identify hazards and consequences, assess safety risk of potential consequences, and mitigate the safety risk. The results of the SRM process are documented in the Safety Risk Register and referenced materials.

The SRM process applies to all elements of the system, including operations, maintenance, facilities, vehicles, personnel recruitment, employee training, and supervision.

Overall, the Santa Fe Trails SRM process includes the following steps that are carried out under the guidance of the Accountable Executive, supported by the SMS Executive, with input from appropriate subject matter experts:

- Identify hazards
- Identify the potential consequences of each hazard
- Evaluate consequences in terms of probability and severity
- Prioritize risk using our formal risk matrix
- Communicate prioritized risk to the Accountable Executive
- Based on the Accountable Executive's approval, create safety risk mitigations to eliminate or reduce the effects of hazards.
- Implement the mitigation
- Create a strategy for monitoring mitigation effectiveness

In carrying out the SRM process, Santa Fe Trails uses the following terms:

- **Safety Event** – An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Hazard** – Any real or potential condition that can cause injury, illness, death, damage to/loss of facilities, equipment, rolling stock, or infrastructure belonging to SANTA FE TRAILS, or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Safety Risk Mitigation** – a method(s) to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to SANTA FE TRAILS property or the environment

Hazard Identification

All subsequent safety risk management activities are contingent on effectively identifying sources for hazard identification and the processes to obtain information on hazards.

Santa Fe Trails has developed methods and processes to identify hazards and consequences of the hazards. Santa Fe Trails considers, as a source for hazard identification, data and information provided by City Management and the City Council, the FTA, and NMDOT. Santa Fe Trails also considers the results of its asset condition assessments when performing safety hazard identification activities through its SMS. The results of the condition assessments and safety risk management activities help inform Santa Fe Trails' determination as to whether an asset meets the state of good repair standards under 49 CFR Part 625.

The Accountable Executive, supported by the SMS Executive, is responsible for overseeing and facilitating Santa Fe Trails' hazard identification process. The Accountable Executive is also responsible for documenting identified hazards and ensuring that subject matter experts identify the potential consequences of those hazards. Information related to hazard identification and consequence determination is stored in the Santa Fe Trails' Safety Risk Assessment register, which is an Excel spreadsheet that allows for the documentation of all identified safety hazards and the subsequent activities related to addressing those hazards. This risk register is maintained by the Accountable Executive.

The safety hazard identification process helps Santa Fe Trails identify hazards and potential consequences in the operation and maintenance of the system. Hazards are identified through a variety of sources, including:

- Employee Safety Reporting
- Review of Vehicle Camera Footage
- Review of Monthly Performance Data Sheets
- Data and information regarding exposure to infectious diseases provided by the Center for Disease control (CDC) or a State health authority
- Safety concerns identified through the agency's Safety Assurance activities
- Observation from Supervisors
- Maintenance Reports
- Comments from Customers and Passengers
- Employee Safety Meetings
- Manager and Supervisor Safety Meetings
- Results of audits and inspections of vehicles and facilities
- Results of training assessments
- Results of internal safety audits
- Investigations into safety events, incidents, and occurrences
- Safety concerns identified through Safety Assurance activities and;
- FTA, the New Mexico Department of Transportation, and other oversight authority agencies.

The Accountable Executive, with support from the SMS Executive, reviews these sources for hazards and documents them in Santa Fe Trails' safety risk register.

The Accountable Executive also enters hazards into the safety risk register from reviews of the Santa Fe

Trails operations and maintenance, results of audits and observations, and information received from FTA, New Mexico Department of Transportation, and other oversight authorities, including the National Transportation Safety Board.

The Accountable Executive or SMS Executive may conduct further analysis of hazards and consequences entered into the Safety Risk Register to collect information, identify additional consequences, and to inform management which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Accountable Executive or SMS Executive may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assess the possible hazardous condition/s, generate visual documentation (photographs and/or video), and take any measurements that are deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (such as records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any previously-reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This signifies the belief that immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of the Environmental Protection Agency or NMDOT environmental protection standards.

Santa Fe Trails involves subject matter experts in safety hazard identification processes by matching the experience and expertise of the individual(s) with the type of hazard to be analyzed. For example, if the hazard is operations related, then the primary subject matter experts will be from operations; if the hazard is vehicle maintenance related, that type of hazard requires vehicle maintenance expertise and skills.

Determination of the potential consequences of hazards drives our safety risk assessment activities. Hazards in and of themselves do not cause damage. It is the consequences of hazards that cause injuries and death, destroy property, harm the environment, or impair the ability of a transit provider to deliver transit services. Santa Fe Trails subject matter experts identify the potential consequences of hazards, keeping in mind that a single hazard could have many potential consequences. Each potential consequence is identified and recorded.

The Accountable Executive is responsible for ensuring that the documentation of hazards and consequences is taking place.

Safety Risk Assessment

Santa Fe Trails has established processes to assess the safety risk associated with identified safety hazards. These safety risk assessment processes include an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigation.

Assessing the likelihood and severity of hazard consequences is the first step in prioritizing safety risk. Santa Fe Trails has established a process for assessing the potential safety risks of identified hazards and prioritizing them accordingly. The agency evaluates safety risk in terms of likelihood (the probability of a consequence occurring) and severity (the seriousness of a consequence, if it does occur). A color-coded safety risk index provides a rating system that is used in conjunction with a safety risk assessment matrix to prioritize safety risks. This matrix helps determine the probability and severity of potential consequences, allowing Santa Fe Trails to prioritize safety risks. The specific safety risk assessment matrix used by the agency is presented in Appendix E.

To conduct safety risk assessments, Santa Fe Trails selects subject matter experts whose experience and expertise align with the specific hazards or potential of being evaluated. The Accountable Executive or SMS Executive oversees this assessment process, which utilizes Santa Fe Trails' established safety risk assessment matrix.

Safety risk prioritization is linked to safety risk mitigation creation. Prioritizing our safety risk provides the Accountable Executive with the information needed to make decisions about resource application. It helps Santa Fe Trails apply its limited time, financial, and human resources to the highest priority transit safety risk. The Accountable Executive is the ultimate decision-maker on applying resources to mitigate high priority transit safety risk.

Safety Risk Mitigation

Santa Fe Trails' safety risk management process culminates in the development of proactive safety risk mitigation measures. The agency has established processes to identify necessary mitigations and strategies to reduce the likelihood and severity of safety risks that was assessed during the safety risk assessment process.

The Accountable Executive, supported by the SMS Executive, is responsible for guiding and overseeing the subject matter experts involved in the risk mitigation process. Any safety risk mitigations requiring additional resources or changes to agency policy must be approved by the Accountable Executive.

Santa Fe Trails has implemented a comprehensive process to mitigate its prioritized safety risks. This process clearly defines when risk mitigation is necessary and assigns specific roles for developing those mitigations. Key elements include:

- Incorporating guidance from oversight authorities like the FTA or the NMDOT
- Adhering to infectious disease prevention guidelines from the CDC or state health department
- Referencing any required forms
- Documenting and storing the results of the risk mitigation process

Santa Fe Trail's safety risk mitigation steps include:

- Examining the potential consequences of hazards and their probability and severity
- Develop strategies to reduce the probability and/or severity of those potential consequences

- Ensure the strategy can be realistically implemented with available resources
- Turn the strategy into a mitigation plan
- Put the mitigation plan into place
- Create a plan for monitoring the effectiveness of the mitigation

Santa Fe Trails develops and documents a strategy to implement a safety risk mitigation plan that drew on subject matter expertise. These implementation strategies include:

- who is responsible for implementing the mitigation;
- where the mitigation will reside within agency activities;
- how the mitigation will be implemented, and;
- how long implementation should take.

Santa Fe Trails needs to know that its mitigations are working. When we develop a mitigation, we also define and document the way the mitigation will positively impact safety performance so that we can then monitor whether that positive impact is taking place and if the mitigation is effective. Under the guidance of the Accountable Executive and/or SMS Executive, the subject matter experts involved in creating a safety risk mitigation also decide on the best ways to monitor the effectiveness of the mitigation being implemented. This includes developing and documenting monitoring strategies. Santa Fe Trails created strategies for monitoring the effectiveness of mitigations. These strategies provide consistency in monitoring activities, regardless of whether the mitigation is implemented in operations, maintenance, or administration.

Santa Fe Trails understands that successful mitigation implementation and monitoring activities depend on having a process for how it will formally communicate mitigation and monitoring strategies to operations, maintenance, or administration staff who will implement and monitor the mitigations. Santa Fe Trails has documented this process. This communication feeds cross-functional ownership in SMS processes since employees who create the mitigations may not be the same employees that implement and monitor the mitigations.

Strong documentation of safety risk mitigations feeds safety performance monitoring. Santa Fe Trails has established and documented how it will record all of its various safety risk mitigation activities and their outcomes. Within this process, Santa Fe Trails references any forms that it uses during safety risk mitigation activities and where the completed records of safety risk mitigation activities are stored.

7. Safety Assurance

Santa Fe Trails has established processes to:

- Monitor its operations for compliance with and sufficiency of its policies and procedures;
- Santa Fe Trails works to ensure that it is performing maintenance which is consistent with Santa Fe Trails' ability to safely meet its operational requirements and in compliance with all safety policies and procedures;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended;
- Conduct investigations of safety events to identify causal factors, and;
- Monitor the effectiveness of its employee safety reporting program.

Safety Performance Monitoring and Measurement

Santa Fe Trails has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections;
- Regular review of on-board camera footage to assess drivers and specific incidents;
- Investigation of safety occurrences;
- Safety review prior to the launch or modification of any facet of service;
- Daily data gathering and monitoring of data relating to the delivery of service using its Dispatch Management software, and;
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends both quarterly and annually to determine where corrective actions need to occur. The Accountable Executive enters any identified non-compliant or ineffective activities, including any resulting mitigations, back into the SRM process for reevaluation.

Operations Monitoring

The Accountable Executive and operations supervisors are responsible for ensuring and documenting the system's compliance with and sufficiency of its operations policies and procedures. Santa Fe Trails has checklists and forms that it uses to drive and document its operations monitoring activities. This documentation is stored within Santa Fe Trails' safety performance monitoring files located in the Accountable Executive's office.

The operational areas that are monitored for compliance with policies and procedures include but are not limited to:

- Bus operator pre-trip inspections;
- Bus operator behind the wheel performance;
- Bus operator passenger assistance;
- Bus operator emergency response, and;
- Operation Supervisor and Dispatch activities.

When Santa Fe Trails' monitoring activities determine lack of compliance with operations policies and procedures or inadequacies of those policies and procedures, it then uses this information to feed Santa

Fe Trails' hazard identification and safety risk assessment process.

Within these documented processes, Santa Fe Trails describes:

- the job functions responsible for the different areas of field observations;
- how it will record the results of field observations;
- where these records are stored, and;
- how it will address hazards or safety issues identified during field observations.

Santa Fe Trails has established and documented emergency procedure checklists that supervisors and dispatchers can readily access to help direct their response to bus operators who may experience an emergency during revenue service. These procedures include, but are not limited to:

- responding to accidents and incidents;
- evacuating a vehicle under smoke and fire conditions, and;
- responding to a potentially dangerous passenger and other security threats.

Vehicle Maintenance Monitoring

Santa Fe Trails monitors the following areas of its vehicle maintenance and documents all monitoring activities and their results:

- Mechanic skills and performance;
- Adherence to preventive maintenance schedules;
- Effectiveness of corrective maintenance activities, and;
- Maintenance-related vehicle road calls.

Facility Safety Inspections

Santa Fe Trails maintenance management with support from City personnel conduct periodic facility safety, shop safety, and HAZMAT inspections. These inspections are documented as well as activities to mitigate any problems identified during the inspections. These records are kept in the Accountable Executive's office.

Fire Hazard and Fire Extinguisher Inspections

Santa Fe Fire Department and Risk Management division conduct independent annual fire inspections at our facilities. Santa Fe Trails utilizes independent contractors to inspect and replace facility and vehicle and facility fire extinguishers as well as fire safety systems on an annual and as needed basis.

Field Observations of Service Delivery

Santa Fe Trails has documented processes that it uses to conduct field observations of safety-related aspects of the following elements of service delivery:

- bus stops;
- bus transfer locations;
- fixed-route schedules and service delivery; and
- paratransit/demand response scheduling and service delivery.

The Accountable Executive, supported by the SMS Executive, has overall responsibility to ensure that this monitoring is carried out and documented. Field observations are carried out by operations, maintenance, and administrative staff. If deficiencies are noted during the monitoring process, these deficiencies are documented and addressed as a source of proactive hazard identification through Santa Fe Trails' safety risk management processes. All these service delivery monitoring activities are

documented and stored in the Accountable Executive's office.

Risk Mitigation Monitoring

The Accountable Executive with support from the SMS Executive and operations, maintenance, and administrative staff has responsibility for monitoring operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. The actual field monitoring of the mitigations is often carried out by subject matter experts, including those that assisted in the creation of the mitigation of the SRM process.

Santa Fe Trails documents how it carries out these monitoring strategies to periodically assess the effectiveness of safety risk mitigations.

Activities to monitor the effectiveness of safety risk mitigations ultimately assist Santa Fe Trails in determining whether:

- the existing mitigation is working as desired;
- the existing mitigation needs some modification to work as desired;
- the existing mitigation is not working and needs to be replaced, or;
- the existing mitigation is no longer needed.

The results of mitigation monitoring activities are made available for further safety risk management activity if needed. Mitigation monitoring documentation is stored in the Accountable Executive's office.

Safety Event Investigation

Responsibility for Santa Fe Trails safety event investigation process is shared by the Accountable Executive and the SMS Executive. Actual performance of safety event investigations, including identifying causal factors, involves not only the Accountable Executive and SMS Executive but also Operations Supervisors, Maintenance Staff, and Training Staff. Local law enforcement responds to accident scenes, as well.

Safety event records provide critical baseline information to support SMS implementation, operation, and safety performance target achievement.

Santa Fe Trails has documented procedures for safety event investigation. Santa Fe Trails has forms, consistent with industry standards, for documenting the results of safety events as well as the subsequent investigation. Safety event documentation is on file in the Accountable Executive's office.

After a safety event investigation is complete, Santa Fe Trails management, with input from subject matter experts, determines whether the safety event was preventable or non-preventable and based on that decision, whether discipline of employees involved is required.

Santa Fe Trails takes the process a step further and performs causal analysis of safety events to help determine if latent organizational factors, beyond individual employee behavior, may have contributed to the event. The results of causal analysis are documented on a causal analysis form. Records of the results of the analysis of the forms are kept in the Accountable Executive's office.

Results of this analysis for causal factors provide potential hazard identification information that may need to be put through Santa Fe Trails' safety risk management process to reduce the potential risk of recurrence of a similar accident or incident.

Employee Safety Reporting Program Monitoring

An effective ESRP supports hazard identification. The Accountable Executive with support from the SMS Executive is responsible for monitoring the transit agency's ESRP.

Santa Fe Trails has established and documented the activities it will use on an ongoing basis to monitor whether its ESRP is effective and achieving desired outcomes. Within this process, Santa Fe Trails has established criteria that will determine if the program is performing as desired. Some of the criteria include: volume of reports received, value of reports received, response to reports received in terms of hazard identification risk assessment and risk mitigation, how information gathered from the ESRP is shared and communicated, and the timeliness and accuracy of feedback provided to employees who have reported a safety issue, concern, or condition.

Documentation on all aspects of monitoring the safety reporting program is stored in the Accountable Executive's office.

Continuous Improvement

Santa Fe Trails annually assesses its safety performance using key safety indicators to track progress towards its safety targets and to identify any deficiencies in safety performance against its targets, including when the agency fails to meet a target. This process also evaluates how effectively the agency addresses safety risks across all aspects of service delivery.

Santa Fe Trails annual assessment also includes conducting a comprehensive audit of the existing SMS, examining its policies, procedures, and implementation across all levels of the organization. This involves meticulously reviewing documentation, observing safety practices in the field, and conducting interviews with employees at different levels to gain a holistic understanding of the system's effectiveness. Deficiencies in the agency's SMS include concerns with the processes and procedures defined by the agency to carry out its SMS.

Based on the findings of this annual assessment, Santa Fe Trails develops and carries out a plan, under the direction of the Accountable Executive, to address any identified deficiencies. The plan includes the agency's efforts to address underlying hazards and potential consequences through Safety Risk Management, changing data collection or analysis techniques to better understand what is really going on, and/or testing and evaluating new approaches to SMS processes.

The results of these assessments are documented and kept on file in the SMS Executive's office.

8. Safety Promotion

Competencies and Training

Under the guidance of the SMS Executive, the Santa Fe Trails Training Administrator has the day-to-day responsibility for the development, delivery, and documentation of all SMS-related safety skill competencies and SMS training.

Santa Fe Trails has established competencies and training for all operations transit workers and transit workers directly responsible for safety. Training is provided to employees at-hire and on an ongoing refresher basis.

Training Needs Analyses

Santa Fe Trails periodically conducts training needs analyses to ensure that its training is up to date, and addresses critical, safety-related concerns. It carries out these training needs analyses by doing the following:

- Reviewing existing job descriptions;
- Identifying which positions, including contractors, have direct responsibility for determining when safety training is needed;
- Determining what SMS roles, responsibilities, and processes are missing from job descriptions, and;
- Updating job descriptions to reflect SMS practices.

New-Hire Bus Operator Training Program

Santa Fe Trails has comprehensive lesson plans for new-hire, classroom, and hands-on bus operator training. Continuation of skill training helps it identify hazards, such as training gaps or outdated lesson plans. Lesson plans and schedules not only assist the instructor in delivering the training but also provide a record of the content of the training should it be needed for any other purpose. All Santa Fe Trails new-hire bus operator lesson plans and schedules are kept on file in the Training Administrator's office.

Bus Operator Refresher Training

Santa Fe Trails presently provides monthly bus operator refresher training on a variety of topics, including defensive driving, bloodborne pathogens, wheelchair securement, emergency procedures, active shooter, de-escalation, and ergonomics.

Santa Fe Trails maintains lesson plans, agendas, and sign-in sheets to document the content of refresher training and individual attendance at that training. These documents are on file in the Training Administrator's office.

Santa Fe Trails also provides retraining for Bus Operators for performance deficits.

Supervisors, Dispatchers, and Mechanic Training

Supervisors, dispatchers, and mechanics play a critical role in identifying and responding to hazards, and helping to both proactively and reactively mitigate risk. Training for supervisors, dispatchers, and mechanics primarily consists of mentoring, coaching, and on-the-job training.

Mentoring, coaching, and on-the-job training are very appropriate training approaches, but ones that need to be guided by a structured agenda of topics. Santa Fe Trails has developed checklists with topics for experienced supervisors, dispatchers, and maintenance staff to use during on-the-job training, coaching, and mentoring of trainees.

These checklists are also used to document an employee's satisfactory completion of the training and include instructor and trainee signatures and the dates the training took place. These documents are kept on file in the Training Administrator's office.

SMS Orientation

A cross-functional and multi-level understanding of SMS supports all SMS-related activities. Successful SMS implementation and operation require employee involvement and ownership at every level of the agency and within every service-delivery related function. Employees need to understand SMS; what their role is within SMS; and how they, the organization, and customers benefit from SMS success. This knowledge will nurture employee "buy-in."

Santa Fe Trails presented SMS orientation sessions for all employee functions and addressed the implications of SMS for all agency functions. This initiative addressed SMS with experienced employees. Santa Fe Trails has also plugged information on SMS into all new-hire employee orientations. Documentation of these orientations, including agenda of topics covered, signatures of trainer/trainee, are kept on file in the Training Administrator's office.

Safety Risk Management Orientation for Subject Matter Experts

Successful proactive safety risk mitigation begins with subject matter experts who have a clear understanding of their responsibilities and the skills required to carry them out.

Employees who participate in safety risk management activities as subject matter experts need to understand how to carry out their responsibilities. The SMS Executive makes sure that subject matter experts are orientated on their safety risk management responsibilities, the desired outcomes of safety risk management activities, and the importance of the effort to Santa Fe Trails' safety performance.

Documentation of the orientation process, as well as the orientations themselves, includes how the agency:

- assesses hazards for consequences;
- conducts safety risk assessments, and;
- creates safety risk mitigations.

Documentation of this ongoing activity is on file in the Training Administrator's office.

Safety Performance Monitoring Orientation

The quality of safety performance monitoring is reflected in an agency's overall positive safety performance. Employees who participate in safety performance monitoring activities need to know how to carry out their responsibilities. The Accountable Executive and SMS Executive make sure that these employees receive orientations on what their responsibilities are, the desired outcomes of safety performance monitoring, and the importance of the effort to overall agency safety performance.

Orientations include how to perform monitoring activities of both internal and contracted operations as well as external maintenance activities. Performance monitoring includes such activities as:

- field observations to ensure operations and maintenance policies and procedures are being followed correctly;
- assessing and documenting employee safety performance; monitoring the effectiveness of safety risk mitigations, and;
- evaluating the effectiveness of the employee safety program.

Documentation of these activities is kept on file in the Training Administrator's office.

Orientation on Employee Safety Reporting Program

An effective ESRP is one of the most important tools for hazard identification.

Santa Fe Trails' ESRP, at a minimum, provides the following information:

- the purpose and benefits of the program;
- guidelines on the types of safety concerns and issues employees should report;
- the reporting methods available to employees (how to report);
- an explanation of how the information will be managed and shared;
- the protections for employees who report safety concerns;
- a description of the operational behaviors that are not protected and may result in discipline, and;
- the agency's commitment to providing feedback on reported safety concerns.

Agendas of the ESRP orientation and attendance records are on file in the Training Administrator's office.

Training Documentation

Training documentation is a source of hazard identification.

Training documentation provides formal proof that employees were trained and shows that employees received timely certification and recertification in critical skill areas. Up-to-date training documentation also assists Santa Fe Trails in forecasting future training schedules.

Santa Fe Trails training documentation includes:

- records of training needs analysis for lesson plan development;
- curricula for initial and refresher training;
- training schedules and records of all completed training;
- procedures for revising training materials;
- course assessment materials, and;
- copies of individual employee training records.

Santa Fe Trails records of course completion include:

- date the training was held;
- content covered during the training session;
- length of the session;
- training format, and;
- signatures of instructor and trainee.

Records of training documentation and course completion are kept on file in the Training

Administrator's office.

Conflict Training and De-escalation Skills

Santa Fe Trails provides conflict management and de-escalation training to all staff, via on line training module and in person training.

Training Monitoring

Santa Fe Trails regularly monitors its training to ensure effectiveness. Specifically, the training monitoring process addresses the following:

- monitor training to make sure it delivers the necessary SMS skills and information;
- establish a process for reviewing and revising training courses and consider review frequency, reviewers, and decision-making process for revisions.

Safety Communication

The Accountable Executive and SMS Executive are responsible for ensuring the distribution and communication of safety and safety performance information throughout Santa Fe Trails. They are assisted in this responsibility by appropriate managers and supervisors.

Effective safety communication is the foundation for developing robust Safety Management System (SMS) processes and activities at Santa Fe Trails. Santa Fe Trails regularly informs its workers of safety actions taken in response to reports submitted through the transit worker safety reporting program. The department has ensured, and will continue to ensure, that all employees are aware of safety-related information and responsibilities across multiple communication channels including conveying all reports to frontline transit worker representatives. This includes providing clear explanations, documentation, training, and notifications about any changes to relevant policies, activities, or procedures. Santa Fe Trails has documented its comprehensive approach to safety communication and supporting activities, which is maintained on file in the Accountable Executive's office.

In general, Santa Fe Trails' documentation of safety communication includes details about:

- objectives of the communication;
- content;
- target audience;
- format;
- frequency of the communication; and
- ways to ensure communication was understood.

Safety Meetings

Santa Fe Trails holds monthly employee safety meetings. These safety meetings provide a strong platform for safety-related communication and dialogue, identification of safety hazards, concerns, and issues, and the delivery of refresher training. It is through employee safety meetings that the agency conveys the results of cooperation with frontline transit worker representatives in updating the Agency's Safety Plan

Agendas for these meetings are comprehensively documented.

Santa Fe Trails' documentation of its safety meeting process includes:

- how often it schedules employee safety meetings;
- the job functions that are required to attend meetings;
- how it chooses topics to discuss during the meetings, and;
- how it addresses those topics within the employee safety meeting.
- The safety meeting provides employees and frontline transit worker representatives with the ability to provide input for the safety plan.

Organization-Wide Communication of Safety Hazard and Safety Risk Information

A goal of safety risk management processes is to reduce safety risk for employees and customers. Safety-sensitive employees are always vulnerable to the consequences of safety hazards within the transit environment. Timely reporting to employees of newly identified safety hazards and the safety risks those hazards present can help reduce that vulnerability.

Santa Fe Trails has documented procedures for communicating hazards. The Accountable Executive and SMS Executive are responsible for making sure this communication takes place. The documentation of these procedures is on file in the SMS Executive's office.

Communication about Safety Risk Mitigations

Santa Fe Trails is committed to informing employees at every level of operations about the safety risk mitigations it is putting into effect. The reasons it provides this information are:

- it tells employees that the transit agency is doing all it can to reduce risk;
- it brings attention to employee roles and responsibilities that may be affected by new mitigations, and;
- informed employees are better situated to be a source of information on determining how well mitigations are working.

Santa Fe Trails has documented its procedures for communicating safety risk mitigations to employees along with who is responsible for making sure this communication takes place. The Accountable Executive and SMS Executive share responsibility for making sure that this communication takes place. This documentation is on file in the SMS Executive's office.

Organization-Wide Communication of Agency Safety Performance

Transit agencies implement SMS to help them continuously improve their safety performance. Communicating agency safety performance information promotes employee "buy-in" to SMS processes, thus further improving the agency's overall safety performance.

Santa Fe Trails employees should have ownership of safety. To reinforce this ownership, Santa Fe Trails periodically communicates statistics on the agency's overall safety performance to all employees regardless of job function. This includes providing information on Santa Fe Trails' status related to achieving its safety performance targets.

Santa Fe Trails has documented how it communicates safety performance information throughout its organization. The Accountable Executive is responsible for taking the lead on this communication and

making sure that it takes place. The documented procedures are on file in the SMS Executive's office.

Additional Information

Santa Fe Trails will maintain documents that describe the programs, policies, and procedures it uses to carry out its agency safety plan. It will also maintain documents not included or referenced elsewhere in this safety plan, related to the implementation of the transit agency's SMS, as well as results from SMS processes and activities.

These documents will be maintained for at least three years after their creation and made available upon request by the FTA, other federal entities, or the NMDOT. The Accountable Executive and SMS Executive will be points of contact for providing Agency Safety Plan-related information to external agencies to ensure access to these documents.

Appendix A: Definitions

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of an agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Assault on a transit worker means, as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

CDC means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

Direct Recipient means an entity that receives Federal financial assistance directly from the Federal Transit Administration.

Emergency means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).

Equivalent Entity means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Injury means any harm to persons as a result of an event that requires immediate medical attention away from the scene.

Investigation means the process of determining the causal and contributing factors of a safety event, incident, or hazard, for the purpose of preventing recurrence and mitigating safety risk.

Joint labor-management process means a formal approach to discuss topics affecting transit workers and the public transportation system.

Large urbanized area provider means a recipient or subrecipient of financial assistance under 49 U.S.C.

5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. chapter 53.

Near-miss means a narrowly avoided safety event.

Operator of a public transportation system means a provider of public transportation.

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Potential Consequence means the effect of a hazard.

Public transportation means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:

- (1) Intercity passenger rail transportation provided by the entity described in 3 49 CFR part 673 Changes (April 2024) 49 U.S.C. chapter 243 (or a successor to such entity);
- (2) Intercity bus service;
- (3) Charter bus service;
- (4) School bus service;
- (5) Sightseeing service;
- (6) Courtesy shuttle service for patrons of one or more specific establishments; or
- (7) Intra-terminal or intra-facility shuttle services.

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system, or any such system in engineering or construction, that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration. These include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Recipient means a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. chapter 53.

Roadway means land on which rail transit tracks and support infrastructure have been constructed to support the movement of rail transit vehicles, excluding station platforms.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit

agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information. 49 CFR part 673 Changes (April 2024)

Safety Committee means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

Safety event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.

Safety Management System (SMS) means the formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk means the composite of predicted severity and likelihood of a potential consequence of a hazard.

Safety risk assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.

Safety risk management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and the mitigating safety risk of their potential consequences.

Safety risk mitigation means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

Safety set-aside means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety related projects eligible under 49 U.S.C. 5307.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana

Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.

Subrecipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.

Transit agency means an operator of a public transportation system. that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Transit worker means any employee, contractor, or volunteer working on behalf of the transit agency.

Urbanized area means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

Appendix B: Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
CNG	Compressed Natural Gas
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NMDOT	New Mexico Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transportation Agency Safety Plan
SMPS	Safety Management Policy Statement
SMS	Safety Management System
SRM	Safety Risk Management
TAB	Transit Advisory Board
TAM	Transit Asset Management

Appendix C: City of Santa Fe ASP Approval Documentation

City Council Minutes link for the approval Santa Fe Trails Safety Plan

Appendix D: Certification Documentation

On December 23, 2024, Santa Fe Trails provided an updated safety plan to ensure full compliance with Federal requirements. This update was sent to New Mexico Department of Transportation, Transit and Rail Division.

Appendix E: Santa Fe Trails Safety Risk Assessment Matrix

Risk Assessment Matrix				
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Severity of the Consequence		
<i>Definition Category</i>	<i>Meaning</i>	<i>Value</i>
Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact that violates law or regulation, or monetary loss equal to or exceeding \$250,000.	1
Critical	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least one person, property damage exceeding \$25,000 but less than \$250,000, system shut down lasting between 10 minutes and 4 hours, or reversible significant environmental impact causing a violation of law or regulation.	2
Marginal	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact without violation of law or regulation, or monetary loss up to \$25,000, or system shutdown of less than 10 minutes	3
Negligible	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than \$25,000.	4

<i>Qualitative Definition</i>	<i>Meaning</i>	<i>Value</i>
Frequent	Likely to Occur Frequently - more than once per month	A
Probable	Likely to Occur less than once per month but more than once per year	B
Occasional	Likely to Occur less than once per year but more than once per decade	C
Remote	Very Unlikely to Occur - once in the life of the system	D
Improbable	Almost inconceivable that the event will occur in the life of the system	E

Safety Risk Levels

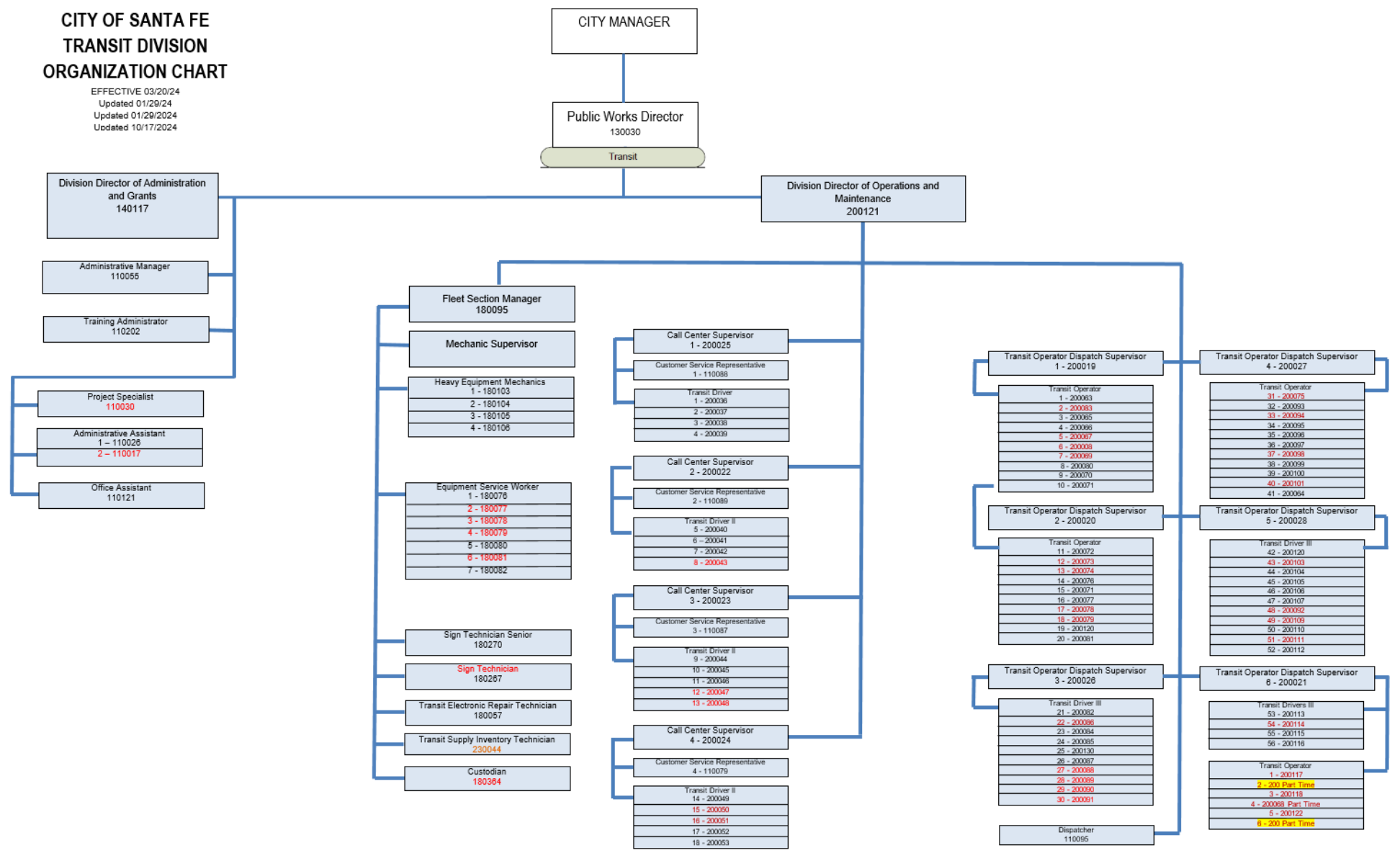
Risk Assessment Matrix Color Code

<i>"Tolerability" based on identified severity and likelihood.</i>	
	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations; monitoring is necessary.
	Acceptable under existing circumstances; with senior management approval.

Appendix F: Santa Fe Trails Organizational Chart

CITY OF SANTA FE TRANSIT DIVISION ORGANIZATION CHART

EFFECTIVE 03/20/24
Updated 01/29/24
Updated 01/29/2024
Updated 10/17/2024



FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Santa Fe Trails Updated Requirements for Agency Safety Plan

Sponsor(s): Councilor Lee Garcia and Mayor Alan Webber

Reviewing Department(s): Public Works

Staff Completing FIR: Gabrielle Chavez Date: 6/26/2025 Phone: (505) 469-3405

Reviewed by City Attorney: Erin McSherry Date: 07/02/2025
Erin McSherry (Jul 2, 2025 11:47 MDT)

Reviewed by Finance Director: Emily K. Oster Date: 07/02/2025

Summary:

The proposed resolution would approve the Santa Fe Trails Fiscal Year 2025 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA"), for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

Departments Affected:

Public Works Department.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City of Santa Fe, Santa Fe Trails, will not comply with federal transit rules.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

Once approved by the Governing Body, staff will submit the PTASP to the FTA and the New Mexico Department of Transportation for approval.

Fiscal Implications:

None.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:

Email:

Signature:

Email:



CITY OF SANTA FE FINANCE

DATE: July 9 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer *AJH*
Christina Martinez, Senior Budget Analyst *CFM*

VIA: Emily K. Oster, Finance Director *EKO*
EKO

ITEM AND ISSUE:

The resolution approves budget amendments and associated New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) Summary Schedules, and requests Department of Finance and Administration approval of City of Santa Fe (“City”) budget amendments for the fiscal year quarter ending June 30, 2025 (Fourth Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

- A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed \$60,000 and result in a net increase or decrease to any funds (and that exclude permitted unspent budget amounts for capital projects and grant-funded projects from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.
- B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (F): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), per City ordinance. Also included are purely technical corrections and re-

appropriations of unspent prior year budget amounts (including amounts over \$60,000 for capital projects and grant-funded projects), which, per City ordinance, the Finance Director may approve based on the prior year’s Governing Body-approved budget authority.

- C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2024/25 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.
- D. Sub-Section D: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous two sections (A-B). As shown at the bottom of this section, these amendments result in a net increase to the City’s overall expenditure budget of \$32,040,775 and a net increase to the overall revenue budget of \$24,813,764. The resulting net expenditure increase is \$7,227,011.
- E. Sub-Section E: Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – LGBMS Reconciliation: as required by DFA/LGD, this section summarizes the City’s submittal of fourth quarter budget amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD Local Government Budget Management System (LGBMS) fund structure.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION SCHEDULES SUMMARIZING THE FOURTH QUARTER AMENDMENTS AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FOURTH QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration ("DFA/LGD") has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

1 **WHEREAS**, DFA/LGD requires that the City’s Fourth Quarter Budget Amendments
2 Resolution include DFA/LGD’s structural account matrix (Exhibit A, Subsection E); and

3 **WHEREAS**, a Fourth Quarter Review of the Fiscal Year 2025 Budget shows a need to
4 address significant priorities through adoption of net budget amendments that the Governing Body,
5 City Manager or Finance Director have authorized.

6 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY**
7 **OF THE CITY OF SANTA FE** that the Governing Body respectfully requests that the Secretary
8 of the New Mexico Department of Finance and Administration approve the Fourth Quarter Budget
9 Amendments and associated DFA/LGD schedules, as detailed on the attached Exhibit A, and that
10 the Local Government Division then authorize the amendments.

11 PASSED, APPROVED, and ADOPTED the ___ day of _____, 2025.

12
13
14 _____
15 ALAN WEBBER, MAYOR

16 ATTEST:

17
18 _____
19 ANDRÉA SALAZAR, CITY CLERK

20
21 APPROVED AS TO FORM:

22 *Erin McSherry*
23 Erin McSherry (Jul 14, 2025 12:37 MDT)

24 ERIN K. MCSHERRY, CITY ATTORNEY
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LOCAL GOVERNMENT DIVISION
N.M. DEPARTMENT OF FINANCE
AND ADMINISTRATION

Legislation/2025/Resolution/FY25 Fourth Quarter Budget Amendments

10637.1

3

EXHIBIT A

CITY OF SANTA FE

4th QUARTER FY 2024/25

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SUB-SECTION [A]

**AMENDMENTS TO FY 2024/25 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY THE GOVERNING BODY**

CITY OF SANTA FE - FOURTH QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from available General Fund balance for repair of collapsed roof at La Familia [CC apvd. 6/25/25, #10-e]	\$ 1,400,000	\$ -	\$ (1,400,000)
100	General Fund	Appropriation from available balance for ambulance supplemental payment program intergovernmental transfers for CY24 [CC apvd. 6/25/25 #10-g]	1,195,265	-	(1,195,265)
213	Lodgers' Tax Fund	Appropriation from available reserves for ongoing Arts & Culture initiatives [CC apvd. 4/9/2025, #9-c]	794,164	-	(794,164)
223	Law Enforcement	Appropriation of NM DOH Violence Intervention Grant for community based contracts and police department gun violence technology [CC apvd. 4/30/25, #10-m]	818,437	818,437	-
231	City Drainage Fund	Appropriation of NM Environment Dept. grant for the Vereda de Valencia Stormwater Plan [CC apvd. 4/9/25 #9-b]	160,000	160,000	-
232	Impact Fees Fund	Allocation of roads impact fees to the Henry Lynch Road Reconstruction CIP project [CC apvd. 5/14/25, #9-g]	195,258	-	(195,258)
232	Impact Fees Fund	Allocation of roads impact fees to the Buckman Road Repavement/ Reconstruction Project [CC apvd. 4/30/25, #10-g]	115,000	-	(115,000)
240	Community Development	Appropriation from NM DFA grant to fund furniture purchases for traditional housing and shelter facilities for domestic violence [CC apvd. 4/30/25, #10-r]	90,000	90,000	-
320	CIP Facilities	Appropriation from available General Fund balance for repair of collapsed roof at La Familia [CC apvd. 6/25/25, #10-e]	1,400,000	1,400,000	-
320	CIP Facilities	Appropriation from available 1/2% Capital GRT Fund balance for City Hall elevator repairs [CC apvd. 6/11/25, #9-d]	150,000	150,000	-
330	CIP Streets & Roadways	Allocation of NM DOT grant for Buckman Road repavement/reconstruction [CC apvd. 4/30/25, # 10-g]	2,300,000	2,300,000	-
330	CIP Streets & Roadways	Appropriation of roads impact fees for the Henry Lynch Road Reconstruction CIP project [CC apvd. 5/14/25, #9-g]	195,258	195,258	-
330	CIP Streets & Roadways	Appropriation of available streets operating budget for improvements to the intersection of St. Michael's Drive and Llano [CC apvd. 4/9/25, #9-q]	150,000	150,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project [CC apvd. 6/25/25, #9-bb]	150,000	150,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the St. Michael's Rail Trail Underpass Project [CC apvd. 14/30/25, #10-f]	100,000	100,000	-
350	CIP Arts and Culture	Appropriation of FY24 Lodger's Tax earned in excess of budgeted estimates for ongoing Art for CIP projects funding [CC apvd. 4/9/2025, #9-c]	60,000	434,164	374,164
355	CIP Parks and Trails	Allocation of DFA grant to fund phase II of improvements to SWAN Park [CC apvd. 4/9/2025, #9-f]	100,000	100,000	-
365	½% GRT Income Fund	Appropriation from available balance to fund City Hall elevator repairs [CC apvd. 6/11/25, #9-d]	150,000	-	(150,000)
500	Waste Water Management	Appropriation from available balance to fund dewatered sludge hauling service contract [CC apvd. 4/9/25, #9-o, -p]	2,000,000	-	(2,000,000)
500	Waste Water Management	Appropriation of NM Environment Department grant to construct and improve regional wastewater plant [CC apvd.5/14/25, #9-f]	1,584,000	1,584,000	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
500	Waste Water Management	Appropriation from available balance for purchase of filter screen [CC apvd. 4/30/25, #10-j]	320,215	-	(320,215)
500	Waste Water Management	Appropriation from NM Environment Department grant to design and construct a sewerline at Jemez Rd. [CC apvd. 4/9/25, #9-n]	210,000	210,000	-
500	Waste Water Management	Appropriation from available balance for on-call repair and maintenance services [CC appvd. 4/30/25, #10-i]	119,949	-	(119,949)
505	Water Management	Appropriation from available balance for ongoing Water contracts/projects [CC apvd. 5/28/25, #9-f]	606,316	-	(606,316)
505	Water Management	Appropriation for design services for the San Juan Chama Return Flow project [CC apvd. 5/14/25, #9-n]	255,722	-	(255,722)
505	Water Management	Appropriation to fund purchase, setup, and maintenance of predictive water main failure software [CC apvd. 4/9/25, #9-m]	76,000	-	(76,000)
520	Santa Fe Convention Center	Appropriations from Convention Center revenue earned in excess of budgeted estimates for modifications to Community Convention Center second floor terrace [CC apvd. 6/25/25, #9-b]	663,769	663,769	-
530	Municipal Recreation Complex	Appropriation of NM DFA grant to support the MRC Soccer Valley Improvements CIP project [CC apvd. 4/9/25, #9-e]	3,425,000	3,425,000	-
535	Parking	Appropriations from available balance to fund Water St. parking lot repavement, Railyard garage security camera purchases, and a truck for Parking Collections [CC apvd. 4/30/25, #10-p]	255,000	-	(255,000)
540	Transit Bus System	Allocation of FTA grant for Transit operating expense assistance [CC apvd. 6/25/25, #10-h]	-	4,018,120	4,018,120
540	Transit Bus System	Appropriation of US DOT/FTA grant for paratransit buses, passenger vans and replacement security cameras [CC apvd. 6/11/25, #9-i]	534,458	534,458	-
540	Transit Bus System	Appropriation of US DOT/FTA grant to replace Transit buses and fund city-wide bus shelter improvements [CC apvd. 4/9/25, #9-g, -h]	377,578	313,327	(64,251)
540	Transit Bus System	Appropriation of US DOT/FTA grant to design ADA improvements for Santa Fe Trails bus stops [CC apvd. 4/9/25, #9-k]	178,772	143,017	(35,755)
545	Airport	Appropriation from available balance to fund grooving of the Airport runway [CC apvd. 4/30/25, #10-o]	2,925,700	-	(2,925,700)
545	Airport	Appropriation from available balance to fund various projects and purchases [CC Apvd. 4/6/25, #9-l]	1,503,000	-	(1,503,000)
545	Airport	Adjustments to remaining US DOT/FAA Airport Rescue Grant funding for Airport operational expenses [CC Apvd. 4/9/25, #9-j]	541,578	-	(541,578)
545	Airport	Adjustment to US DOT/FAA grant for the Airport Master Plan project [CC apvd. 04/9/25, #9-i]	269,180	269,180	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			\$ 25,369,619	\$ 17,208,730	\$ (8,160,889)

CITY OF SANTA FE

4th QUARTER FY 2024/25

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SUB-SECTION [B]

**AMENDMENTS TO FY 2024/25 BUDGET
PREVIOUSLY APPROVED BY OTHER CITY
ACTORS PURSUANT TO SFCC 1987,
SECTION 11-4 (A), (B) AND (F)**

CITY OF SANTA FE - FOURTH QUARTER FY 2024/2025
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Adjustment of ITT internal service charges to Parks Division for cell phone purchases	\$ 2,400	\$ 2,400	\$ -
210	Capital Equipment Reserve	Appropriation for administrative fees related to vehicle auction	52,706	-	(52,706)
213	Lodgers' Tax Fund	Allocation of NM Tourism Route 66 Centennial Grant for Tourism logo	4,000	4,000	-
223	Law Enforcement	Appropriation of NM Law Enforcement Retention Fund grant for year 3 Police staff retention costs	51,756	51,756	-
232	Impact Fees Fund	Allocation of roads impact fees for the ongoing St. Michael's Underpass CIP project	26,554	-	(26,554)
251	Library Fund	Appropriation of National Endowment of the Arts grant funding for the Big Read Program	20,000	-	(20,000)
260	Santa Fe Film Office	Appropriation from available cash reserves to furnish the Santa Fe Film Office	40,000	-	(40,000)
260	Santa Fe Film Office	Adjustment of ITT internal service charges to the Santa Fe Film Office for purchase of cell phone	1,200	-	(1,200)
330	CIP Streets & Roadways	Allocation of roads impact fees for the ongoing St. Michael's Underpass CIP project	26,554	26,554	-
345	CIP Community Development	Re-appropriation of unspent prior year budget for the ongoing Lamplighter Inn CIP project	768,095	844,470	76,375
365	½% GRT Income Fund	Correction to allocation of funding to cover debt service for 2021 refunding GRT bonds inadvertently left out of the FY25 budget	3,047,327	-	(3,047,327)
400	Debt Service Fund	Correction to allocation of funding to cover debt service for 2021 refunding GRT bonds inadvertently left out of the FY25 budget	2,287,867	2,287,867	-
515	Railyard Properties	Correction to allocation of funding to cover debt service for 2021 refunding GRT bonds inadvertently left out of the FY25 budget	759,460	759,460	-
540	Transit Bus System	Adjustment to decrease budget for Transit projects due to unfunded US DOT grants	(4,965,508)	-	4,965,508
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works Administration for various hardware purchases	53,375	53,375	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Code Enforcement for tablet purchases	14,000	14,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for cell phone purchases	3,600	3,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Municipal Court for cell phone purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for new hardware	2,000	2,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Civic Convention Center for tablet purchase	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for cell phone purchase	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to the Santa Fe Film Office for purchase of cell phone	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			\$ 2,201,386	\$ 4,055,482	\$ 1,854,096

CITY OF SANTA FE

4th QUARTER FY 2024/25

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SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2024/25 BUDGET**

CITY OF SANTA FE - FOURTH QUARTER FY 2024/2025
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
800	Buckman Direct Diversion	Appropriation from the FY24 BDD Repair & Replacement/Settlement Fund for project engineering services	\$ 649,552	\$ 649,552	\$ -
801	BDD Repair & Replacement Fund	Appropriation from the FY24 BDD Repair & Replacement/Settlement Fund for project engineering services	649,552	-	(649,552)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to the SWMA Capital Improvements Reserve Fund to meet levels set forth in reserve fund policy	2,900,000	-	(2,900,000)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Replacement Fund for purchase of equipment/machinery	249,716	-	(249,716)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for engineering services on improvements to the customer unloading area at BuRRT	20,950	-	(20,950)
816	SWMA CIP Fund	Appropriation from available balance in the SWMA Operating Fund to meet levels set forth in reserve fund policy	-	2,900,000	2,900,000
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 4,469,770	\$ 3,549,552	\$ (920,218)

CITY OF SANTA FE

4th QUARTER FY 2024/25

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SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2024/25 BUDGET BY
FUND**

CITY OF SANTA FE - FOURTH QUARTER FY 2024/2025
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 2,597,665	\$ 2,400	\$ (2,595,265)
210	Capital Equipment Reserve	52,706	-	(52,706)
213	Lodgers' Tax Fund	798,164	4,000	(794,164)
223	Law Enforcement	870,193	870,193	-
231	City Drainage Fund	160,000	160,000	-
232	Impact Fees Fund	336,812	-	(336,812)
240	Community Development	90,000	90,000	-
251	Library Fund	20,000	-	(20,000)
260	Santa Fe Film Office	41,200	-	(41,200)
320	CIP Facilities	1,550,000	1,550,000	-
330	CIP Streets & Roadways	2,921,812	2,921,812	-
345	CIP Community Development	768,095	844,470	76,375
350	CIP Arts and Culture	60,000	434,164	374,164
355	CIP Parks and Trails	100,000	100,000	-
365	½% GRT Income Fund	3,197,327	-	(3,197,327)
400	Debt Service Fund	2,287,867	2,287,867	-
500	Waste Water Management	4,234,164	1,794,000	(2,440,164)
505	Water Management	938,038	-	(938,038)
515	Railyard Properties	759,460	759,460	-
520	Santa Fe Convention Center	663,769	663,769	-
530	Municipal Recreation Complex	3,425,000	3,425,000	-
535	Parking	255,000	-	(255,000)
540	Transit Bus System	(3,874,700)	5,008,922	8,883,622
545	Airport	5,239,458	269,180	(4,970,278)
620	Services to Other Departments	78,975	78,975	-
800	Buckman Direct Diversion	649,552	649,552	-
801	BDD Repair & Replacement Fund	649,552	-	(649,552)
810	SF Solid Waste Mgmt Agency	3,170,666	-	(3,170,666)
QUARTERLY TOTAL - ALL FUNDS		\$ 32,040,775	\$ 24,813,764	\$ (7,227,011)

CITY OF SANTA FE

4th QUARTER FY 2024/25

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SUB-SECTION [E]

**SUMMARY SCHEDULE –
QUARTERLY BUDGET AMENDMENTS
RESOLUTION (BAR) –
LGBMS RECONCILIATION**

City of Santa Fe - 4th Quarter FY24-25 Budget Amendments Resolution (BAR) - LGBMS Reconciliation (sorted by CoSF Fund)

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-2425	Q4-2425	Qtr chg
100	General Fund	11000	General Operating Fund	Expenditures	148,261,101	149,308,766	1,047,665
100	General Fund	11000	General Operating Fund	Transfers In	5,829,353	5,831,753	2,400
100	General Fund	11000	General Operating Fund	Transfers Out	34,334,441	35,884,441	1,550,000
210	Capital Equipment Rsv	29900	Other Special Revenue	Expenditures	-	52,706	52,706
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Expenditures	9,684,555	10,048,555	364,000
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Revenues	17,595,436	17,599,436	4,000
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Transfers Out	9,478,783	9,912,947	434,164
223	Law Enforcement	21100	Law Enforcement Protection	Expenditures	7,714,890	8,585,083	870,193
223	Law Enforcement	21100	Law Enforcement Protection	Revenues	6,534,395	7,404,588	870,193
231	City Drainage Fund	29900	Other Special Revenue	Expenditures	6,286,708	6,444,308	157,600
231	City Drainage Fund	29900	Other Special Revenue	Revenues	4,805,881	4,965,881	160,000
231	City Drainage Fund	29900	Other Special Revenue	Transfers Out	66,152	68,552	2,400
232	Impact Fees Fund	29900	Other Special Revenue	Transfers Out	2,701,087	3,037,899	336,812
240	Community Development	21800	Intergovernmental Grants	Expenditures	33,858,895	33,948,895	90,000
240	Community Development	21800	Intergovernmental Grants	Revenues	10,764,465	10,854,465	90,000
251	Library	29900	Other Special Revenue	Expenditures	1,499,379	1,519,379	20,000
260	Santa Fe Film Office	29900	Other Special Revenue	Expenditures	661,744	701,744	40,000
260	Santa Fe Film Office	29900	Other Special Revenue	Transfers Out	-	1,200	1,200
320	CIP Facilities	30100	Bond Proceeds Project	Expenditures	16,333,681	17,883,681	1,550,000
320	CIP Facilities	30100	Bond Proceeds Project	Transfers In	10,920,000	12,470,000	1,550,000
330	CIP Streets & Roadways	30400	Road/Street Projects	Expenditures	23,536,594	26,458,406	2,921,812
330	CIP Streets & Roadways	30400	Road/Street Projects	Revenues	13,634,182	16,069,182	2,435,000
330	CIP Streets & Roadways	30400	Road/Street Projects	Transfers In	3,822,715	4,309,527	486,812
345	CIP Community Development	30100	Bond Proceeds Project	Expenditures	3,633,692	4,401,787	768,095
345	CIP Community Development	30100	Bond Proceeds Project	Revenues	775,443	1,619,913	844,470
350	CIP Arts and Culture	30100	Bond Proceeds Project	Expenditures	508,581	568,581	60,000
350	CIP Arts and Culture	30100	Bond Proceeds Project	Transfers In	-	434,164	434,164
355	CIP Parks and Trails	30100	Bond Proceeds Project	Expenditures	20,982,113	21,082,113	100,000
355	CIP Parks and Trails	30100	Bond Proceeds Project	Revenues	13,186,427	13,286,427	100,000
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Transfers Out	25,050,938	28,248,265	3,197,327
400	Debt Service Fund	40200	GRT Revenue Bond Debt Service	Expenditures	6,517,037	8,804,904	2,287,867
400	Debt Service Fund	40200	GRT Revenue Bond Debt Service	Transfers In	6,517,037	8,804,904	2,287,867
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Expenditures	47,125,192	51,359,356	4,234,164
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Revenues	18,334,739	20,128,739	1,794,000
505	Water Management	50100	Water Enterprise	Expenditures	63,497,366	64,435,404	938,038
515	Railyard Properties	59900	Other Enterprise	Expenditures	3,738,071	4,497,531	759,460
515	Railyard Properties	59900	Other Enterprise	Transfers In	859,905	1,619,365	759,460
520	Santa Fe Convention Center	51300	Convention/Events Center	Expenditures	10,036,152	10,699,921	663,769
520	Santa Fe Convention Center	51300	Convention/Events Center	Revenues	334,854	998,623	663,769
530	Municipal Recreation Complex	52500	Recreation Area Enterprise	Expenditures	9,743,532	13,168,532	3,425,000
530	Municipal Recreation Complex	52500	Recreation Area Enterprise	Revenues	2,687,377	6,112,377	3,425,000

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-2425	Q4-2425	Qtr chg
535	Parking	50800	Parking Facilities Enterprise	Expenditures	5,506,235	5,761,235	255,000
540	Transit Bus System	53200	Transit Enterprise	Expenditures	18,779,322	14,904,622	(3,874,700)
540	Transit Bus System	53200	Transit Enterprise	Revenues	7,069,319	12,078,241	5,008,922
545	Airport	50400	Airport Enterprise	Expenditures	33,259,105	38,498,563	5,239,458
545	Airport	50400	Airport Enterprise	Revenues	40,778,483	41,047,663	269,180
620	Services to Other Depts	69900	Other Internal Service	Expenditures	18,367,481	18,446,456	78,975
620	Services to Other Depts	69900	Other Internal Service	Revenues	15,968,925	16,046,700	77,775
620	Services to Other Depts	69900	Other Internal Service	Transfers In	2,599,968	2,601,168	1,200
800	Buckman Direct Diversion	52100	Joint Utility	Expenditures	10,794,366	11,443,918	649,552
800	Buckman Direct Diversion	52100	Joint Utility	Transfers In	200,000	849,552	649,552
801	BDD Repair & Replacement	52100	Joint Utility	Transfers Out	200,000	849,552	649,552
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	12,675,635	12,946,301	270,666
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Transfers Out	2,600,000	5,500,000	2,900,000
816	SWMA CIP Fund	52100	Joint Utility	Transfers In	500,000	3,400,000	2,900,000

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Fourth Quarter Budget Amendments, Fiscal Year 2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 7/9/2025 Phone: (505) 955-6177

Reviewed by City Attorney: *Erin McSherry* Date: 07/14/2025
Erin McSherry (Jul 14, 2025 12:37 MDT)

Reviewed by Finance Director: *Emily K. Oster* Date: 07/14/2025

Summary:

The purpose of the Resolution is to approve Fourth Quarter Fiscal Year 2025 budget adjustments and associated Department of Finance and Administration/Local Government Division (DFA/LGD) supporting schedules and request Department of Finance Authority to approve Fourth Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City’s budget will not sufficiently reflect the City’s actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration’s approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:

See Resolution, Exhibit A –City of Santa Fe 4th Quarter FY 2024-25 Budget Amendments.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ †	\$ 0	\$ 0	N	NR	†	
<u>Benefits*</u>							
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR	†	
Contractual/	\$ †	\$ 0	\$ 0			†	
<u>Professional Services</u>							
Operating	\$ †	\$ 0	\$ 0			†	
<u>Total:</u>	\$ †	\$ 0	\$ 0			†	\$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
<u>Total</u>	\$ †	\$ 0	\$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Exhibit A – Resolution Detail by Fund