Agenda

Regular Meeting of the Governing Body
July 30, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/83446374629

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **834 4637 4629**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Cassutt

3. Salute to the New Mexico Flag

   a. Councilor Lindell

4. Invocation and Rememberances

   a. Councilor Romero-Wirth

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

   a. Request for Approval of the July 9, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 07/30/2025

   b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Pajarito Spirits, LLC, for a Transfer of Location of Inter-Local Dispenser Liquor License #DIS-001027 from 614 Trinity Drive, Los Alamos to 730 St. Michaels Drive, 3-F, Santa Fe Doing Business as Farafina, LLC with Patio Service. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Liquor Hearing: 07/24/2025
      Governing Body: 07/30/2025

   c. Request forApproval of Liquor Hearing Officer's Recommendation to Approve the Request from G.L.A. Santa Fe Hospitality, LLC dba Piazza Caffe for a Transfer of Ownership of Dispenser Liquor License No. DIS-001298 with On-Premise Consumption Only with Patio Service, this License Will Remain at 2574 Camino Entrada Road. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Liquor Hearing: 07/24/2025

Governing Body: 07/30/2025

d. Request for Approval of a Master Lease Agreement with Deere Credit, Inc./John Deere Financial for the Lease of a Loader for Streets Maintenance in the Total Amount of $271,136 Including NMGRT through June 30, 2030. (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 07/21/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

e. Request for Approval of Capital Appropriation Project 22-3018 Grant Agreement with the New Mexico Department of Finance and Administration for SWAN Park Phase 2 in the Total Amount of $380,000 with a Reversion Date of June 30, 2026. (Scott Overlie, Public Works Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Legislative Grant Proceeds of $380,000 to FY26 Parks and Open Space Revenue and Expenses for SWAN Park Phase 2.

Committee Review:
Public Works and Utilities Committee: 07/21/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

f. Request for Approval of Addendum with Century Link Business/ Lumen Technologies Government Solutions, Inc to Increase the Compensation by $7,546.68 for a New Total of $360,346.68 and to Adjust the Scope of Work to Include Deployment of Four Dedicated Internet Firewalls Configured for High Availability Network Redundancy. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 07/21/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

g. Request for Approval of the Capital Appropriation Project Agreement with the New Mexico Department of Finance and Administration Local Government Division for Tierra Contenta Trail Extension in the Total Amount of $300,000 with a Reversion Date of June 30, 2026. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $300,000 from the Grant to Complete Streets Revenue and WIP Design and Construction for the Tierra Contenta Trail Extension.

Committee Review:
Public Works and Utilities Committee: 07/21/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $1,220,000 to FY2026 Revenue and Expenses for the Completion of the Guadalupe Street Reconstruction Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 07/21/25
Finance Committe: 07/28/25
Governing Body: 07/30/25

i. 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

j. 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; hmhammondpaul@santafenm.gov)

Committee Review:
Quality of Life Committee: 07/23/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

k. 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

l. 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

m. Request for Approval of New Mexico Tourism Department Cooperative Marketing Grant Agreement #26-418-1003001000-34 in the Amount of $208,955 for FY 2026. (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

n. 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

o. Request for an Approval of a Budget Amendment Resolution (BAR) in the Amount of $3,047, 327 from the 1/2% GRT for Infrastructure Fund to Cover Debt Service for the 2021 GRT Refunding Bonds. (Andrew Hopkins, Budget Officer; ajhopkins@santafenm.gov and Clarence Romero, Treasury Officer;

clromero@santafenm.gov)

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

p. Request for Approval of a Legal Services Contract with Modrall Sperling for Financial Advisory Services in the Total Amount of $289,266.33 for a Four-Year Term. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

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

q. 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, Except During the First 180 Days of a Mayor's Term. (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 ***ADVANCED WITHOUT RECOMMENDATION***
Quality of Life Committee: 07/23/2025 ***APPROVED AS AMENDED***
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

r. 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

s. 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

t. 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

u. 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

v. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents to Enter an Agreement with the New Mexico Department of Transportation, Regarding Appropriation ID Number F3057, Control Number C5213057, to Acquire Rights of Way and to Plan, Design, Construct, and Improve Pedestrian, Bicycle, and Drainage Infrastructure on Governor Miles Road in the City of Santa Fe; and Accepting Responsibility for the Project and Assuming Ownership, Liability, and Maintenance Responsibilities for all Amenities Related to the Project. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/09/2025
Public Works and Utilities Committee: 07/21/2025
Finance Committee: 07/28/2025
Governing Body: 07/30/2025

w. 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

10. Action Items: Discussion Agenda

a. Request for Approval of a General Services Agreement with Southwest Water Works LLC., for Operation and Maintenance Services in the Total Amount of $432,750 for a Term of One Year. (Leroy Alavardo, Operations Supervisor, @lmalvarado@santafenm.gov or Michael Dozier, Wastewater Division Director, @mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $432,750 from the Wastewater Enterprise Fund to Professional Contracts.

Committee Review:
Finance Committee: 07/28/2025

Governing Body: 07/30/2025

b. Request for Approval of a Professional Services Agreement with HEI, Inc. to Provide On-Call Telecommunications and Network Engineering Services in the Total Amount of $649,125 for a Four Year Term. (Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $649,125 from the Wastewater Enterprise Fund to WIP Construction.

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

c. Request for Approval of Amendment No. 1 to Item #25-0011 with Santa Fe Animal Shelter and Humane Society, Inc. to Increase the Compensation by $150,000 for a New Total Contract Amount of $278,000, and to Extend the Term for an Additional 6 Months for Animal Shelter Services. (Ben Valdez, Deputy Chief of Police: bpvaldez@santafenm.gov)

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

d. Request for Approval of a Professional Services Contract with FII-National DBA UpTogether to Disburse Funds to Eligible Individuals as Part of the City of Santa Fe's Mayors for a Guaranteed Income Cash Assistance Program in the Total Amount of $999,000 through June 30, 2027. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the amount of $1,000,000 to Re-Appropriate Funding from FY25 into FY26 Grants and Services for the Mayors for a Guaranteed Income Program.

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

e. Request for Approval of Amendment No. 3 to Professional Services Agreement Item #22-0266 with Ciber Pathway Inc to Increase the Compensation by $1,771,968.00 for a New Total Amount of $6,078,116.40 and to Extend the Termination Date to June 13th, 2026, for ITT Professional Services. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:
Finance Committee: 07/28/2025

Governing Body: 07/30/2025

f. Request for the Approval to Dispose of 3 Fleet Vehicles to the Milan Police Department and Truth or Consequences Police Department. (Ben Valdez, Deputy Chief of Police bpvaldez@santafenm.gov)

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

g. Request for Approval of the Purchase of 20 Police Vehicles Including Equipment and Labor Costs Associated with Each Vehicle in the Total Amount $1,892,661.18 from Chalmers Ford, MHQ, and Code 3 Service. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

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

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(5), Discussion of Bargaining Strategy before Collective Bargaining Negotiations with AFSCME, and Subpart (H)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, Including, but not Limited to, Discussion of *City of Santa Fe v. Purdue Pharma LP, et al.; Mark Thomas Lopez v. City et al.; Estate of Gracen Coon, et al. v. City of Santa Fe*; and *Gena Waterman, on behalf of Jerome Tapia v. City of Santa Fe.* (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Lee Garcia) A Resolution Accepting a Grant from the Local Government Road Fund Program Administered by New Mexico Department of Transportation and Entering into Cooperative Agreement Control Number L500618. (Romella Glorioso-Moss, Projects Administrator; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/30/2025
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro, Councilor Michael Garcia, Councilor Pilar Faulkner)
A Resolution Proposing a Ballot Question to be Submitted to the City's Voters During the November 4, 2025, Regular Local Election Regarding Amending the City's Charter to Limit the Mayor's Authority to Vote when there is a Tie. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/30/2025
Public Works and Utilities Committee: 08/04/2025
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

19. Final Action on Legislation (Public Hearing)

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

a. **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property Owner Miriam Leth Espensen and Agent Robert Kohn Appeal the Historic Districts Review Board's December 10, 2024, Decision Denying a Request for an Exception to Exceed the 4'6" Maximum Allowable Height by 1'2" for a Fence in Front of a Contributing House at 614 Paseo de Peralta in the Downtown and Eastside Historic and Business Capital Districts. (Frank Ruybalid, Assistant City Attorney: feruybalid@santafenm.gov)

Committee Review:
Governing Body: 04/30/2025 **POSTPONED TO JUNE 11, 2025, REGULAR GOVERNING BODY MEETING**
Governing Body: 06/11/2025 **POSTPONED TO JUNE 25, 2025, REGULAR GOVERNING BODY MEETING**
Governing Body: 06/25/2025 **POSTPONED TO JULY 30, 2025, REGULAR GOVERNING BODY MEETING**
Governing Body: 07/30/2025

21. Appointments

    a. Bicycle and Pedestrian Advisory Committee

        - Angela Bordegaray - Reappointment - Term Ending 06/2027
        - Ben Pingilley - Reappointment - Term Ending 06/2027

    b. Metropolitan Redevelopment Commission

        - Sandra Aguilar - Reappointment - Term Ending 01/2030

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

City of Santa Fe, New Mexico

memo

DATE: July 11, 2025

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

FROM: Geralyn F. Cardenas, Deputy City Clerk

ITEM & ISSUE:

Request from Pajarito Spirits, LLC , 614 Trinity Drive, Los Alamos, NM 87544 for a Transfer of Location of Inter-Local Dispenser Liquor License #DIS-001027 to Farafina's, 730 St. Michael's Drive 3-F, Santa Fe, NM 87505.

BACKGROUND AND SUMMARY:

Request from Pajarito Spirits, LLC, 614 Trinity Drive, Los Alamos, NM 87544 for a Transfer of Location of Inter-Local Dispenser Liquor License #DIS-001027 to Farafina's, 730 St. Michael's Drive 3-F, Santa Fe, NM 87505. A**ttached are staff reports regarding litter, noise, and traffic. Approval of this transfer is conditional upon all necessary city and state permits being obtained, construction completed, and a current Santa Fe City business license being obtained.**

Additionally, as a condition of doing business in the city, staff recommend that it be noted that the applicant is required to comply with all city ordinances.

ACTION REQUESTED

Consideration of the above request

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Letter to Applicant
- Staff Reports

Geralyn F. Cardenas
Deputy City Clerk

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

June 5, 2025

Certified Mail No.: 7021 2720 0001 2204 7719
Copy Via Email: asalazar@santafenm.gov

City of Santa Fe
% Andrea Salazar, City Clerk
Community Engagement Division
PO Box 909
Santa Fe, NM 87504-0909

CITY CLERK'S OFFICE
DATE: 6.10.25 TIME: 10:00 am
SERVED BY: mail
RECEIVED BY: Jolie RASMUSSEN

Name of Applicant: Pajarito Spirits, LLC
Doing Business As: Pajarito Spirits, LLC
Proposed Location: 730 Saint Michaels Drive Suite 3-F, Santa Fe, NM 87505

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Transfer of Location of Inter-Local Dispenser Liquor License #DIS-001027. The floor plan does include an outdoor patio.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae Griego

Desirae Griego | Staff Manager
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Desirae.Griego@rld.nm.gov | www.rld.nm.gov/abc/
(505)-795-4091

Enclosures:

1. Application ***(must be signed and returned w/notices of publication)***
2. Copy of the Zoning Statement
3. Courtesy copy of the proposed floor plan

Premises Information

License Information

License Number: DIS-001027
License Expiration Date: 6/30/25
Current DBA Name: PAJARITO BREWPUB AND GRILL
Dispenser Type: Inter-Local Dispenser

License Type: Dispenser
Current License Owner: PAJARITO SPIRITS, LLC
Current Lessee:

Current Premises Address

Physical Street: 614 TRINITY DRIVE
Physical State: NM
Physical County: Los Alamos

Physical City: Los Alamos
Physical Zip Code: 87544
Local Option District: Los Alamos County

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Pajarito Spirits, LLC

Proposed Premises Physical Address

Physical Street: 730 Saint Michaels Drive Suite 3-F
Physical Zip Code: 87505
Physical County: Los Alamos

Physical City: Santa Fe
Physical State: New Mexico

Local Option District: Santa Fe City
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Other
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Other (provide details): Pajarito Spirits, LLC will Lease License DIS-001027 to Farafina, LLC for use at
Specify Owner(s) of the land and building: Woodway M, LLC Robert A. Rubenstein
Specify Date and Terms of Lease/Operating Agreement: 05/01/2024

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: SC-2

Distance from nearest School

Name of School: HoliTOMoli Alternative Academy
School Street: 1500 5th St
School City: Santa Fe
School State: New Mexico
School Zip Code: 87505
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Ascent Bible Church
Church Street: 2076 Galisteo St
Church City: Santa Fe
Church State: New Mexico
Church Zip Code: 87505
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?
☑A license has never been issued to the location of the proposed premises.
☐A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States
No records to display.
List of Active Business Licenses in New Mexico

License Number: DIS-001027 License Type: Dispenser Issuing State:New Mexico

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000005002

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Business Information

Business Information

Business Name: PAJARITO SPIRITS, LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX2526
State Tax ID Number: XX-XXXXX3-00-6
Business Email: patrickmocklerwood@hotmail.com
Business Phone: 5809161235

Contact Person Information

Contact Person Name: Patrick Mockler-Wood
Contact Person Phone: 5809161235
Contact Person Email: patrickmockler-wood@hotmail.com

Business Mailing Address

Mailing Street: 223 N. Guadalupe, #229
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87501
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved _____

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Alcohol Location Transfer Intake Application

Application Number: BLA-0000005002

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Location	200.00
Total Fee Amount:	**200.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Patrick Mockler-Wood Date: 01/23/2025

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

January 14, 2025

Djibril Sylla
Farafina, LLC and Pajarito Spirits, LLC
730 Saint Michael's Drive
Suite 3-E
Santa Fe, NM 87505

RE: Zoning Verification for Farafina, LLC and Pajarito Spirits, LLC located at 730 Saint Michael's Dr, Suite 3-E, Santa Fe, NM

Dear Mr. Sylla,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned SC-2 Planned Shopping Center and is in the Midtown Local Innovation Corridor (LINC) overlay district.

14-4.3 (K) SC PLANNED SHOPPING DISTRICTS

The purpose of the SC districts is to provide new neighborhood, community, and regional shopping centers. The SC-1, SC-2 and SC-3 districts are intended for a unified grouping, in one or more buildings , of retail establishments , stores and services that provide for the regular needs and convenience of families residing in the adjacent residential neighborhoods or in the larger community.

(a) The purpose of the SC districts also is to allow uses and structures customarily accessory and clearly incidental and subordinate to the permitted principal uses and structures as stated and restricted in Subsection 14-4.3(K)(1)(a); provided that the accessory uses and structures are in keeping with the character of the district.

(b) The further purpose of the SC districts is that the three types of SC districts are defined and distinguished by scale of development, using trade area, market and number and variety of retail establishments to determine whether the district should be zoned SC-1, SC-2 or SC-3 as follows:

(ii) SC-2 community shopping center district:

1) radius of trade area is approximately four miles or more;
2) minimum market is approximately five thousand families; and
3) composition of center is ten or more retail establishments; the major retail establishment is usually a variety or department store, in addition to convenience goods and personal services as in SC-1. Other retail establishments may include filling stations, department stores, discount stores, furniture stores and other stores and services that provide for the regular needs of families residing in the adjacent residential neighborhoods or in the larger community; and

14-5.5 – HIGHWAY CORRIDOR PROTECTION DISTRICTS

(D) Midtown Local Innovation Corridor (Midtown LINC) Overlay District

(1) Purpose and Intent The purpose and intent of the Midtown Local Innovation Corridor (LINC) Overlay Districts to:

(a) Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the city between the existing employment centers of the Santa Fe University of Art and Design and surrounding uses to the west and the Christus St. Vincent Regional Medical Center and related medical uses to the east;
(b) Incentivize multi-family residential development, complementary non-residential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings for these targeted uses, while allowing existing uses to continue as redevelopment occurs;
(c) Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;
(d) Promote a more healthy, safe, and enjoyable environment within the city's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks; and (e) Provide flexibility in sign design and location so as to maintain effective communication, business identification and wayfinding for existing buildings whose visibility maybe reduced by new development.

Full-Service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the SC-2 shopping district.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc..

Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at sjperea@santafenm.gov

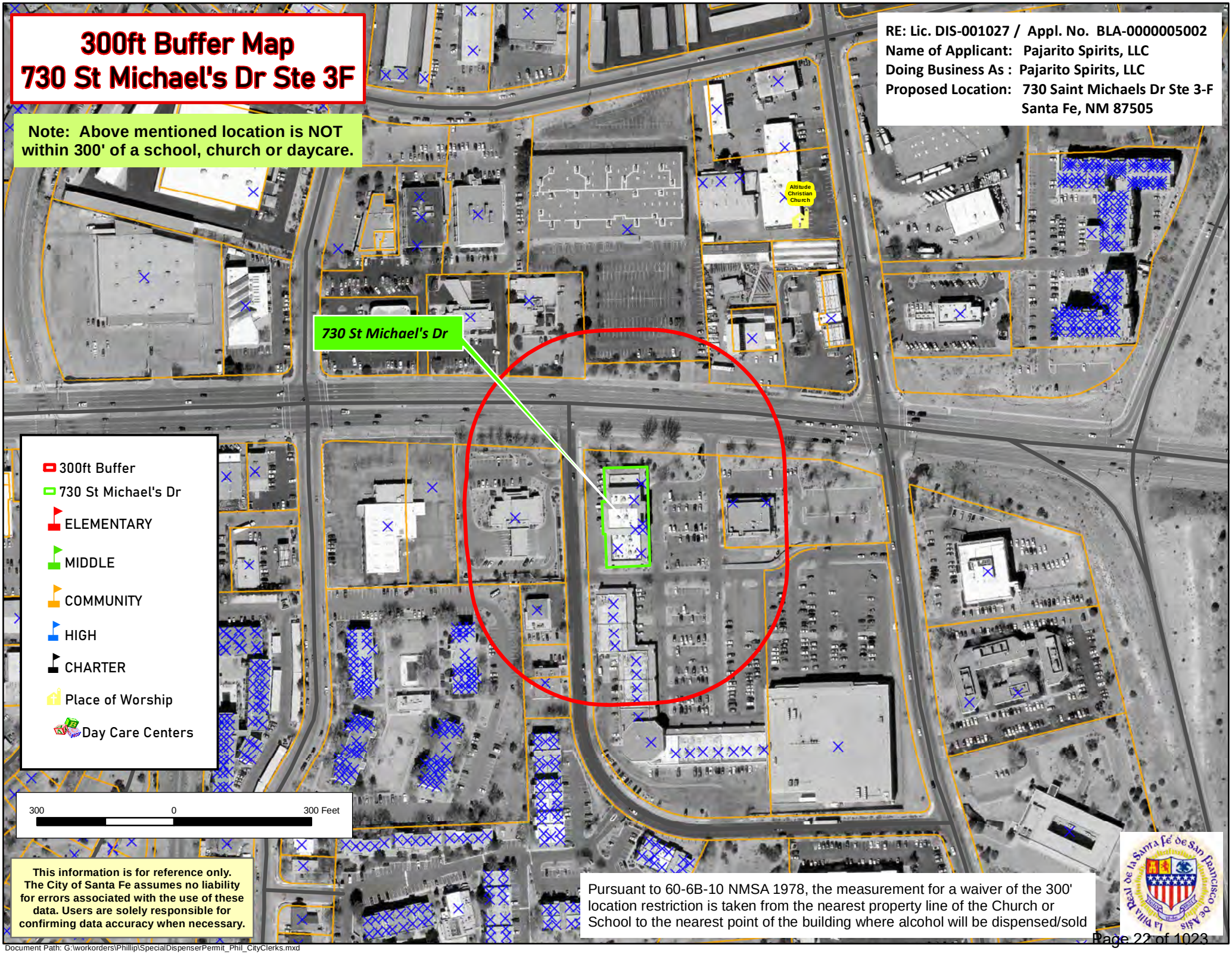
Stephanie Perea

Stephanie Perea
Land Use Planner
City of Santa Fe, New Mexico

300ft Buffer Map
730 St Michael's Dr Ste 3F

Note: Above mentioned location is NOT within 300' of a school, church or daycare.

RE: Lic. DIS-001027 / Appl. No. BLA-0000005002
Name of Applicant: Pajarito Spirits, LLC
Doing Business As : Pajarito Spirits, LLC
Proposed Location: 730 Saint Michaels Dr Ste 3-F
Santa Fe, NM 87505



This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold

Document Path: G:\workorders\Phillip\SpecialDispenserPermit_Phil_CityClerks.mxd

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, July 24, 2025.

The purpose of this hearing is to discuss a request from Pajarito Spirits, LLC for a Transfer of Location of Inter-Local Dispenser Liquor License No. DIS-001027 with On-Premises Consumption Only with Patio Service, from Pajarito Brewpub and Grill, 614 Trinity Drive, Los Alamos to 730 Saint Michael's Drive Suite 3-F, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://santafenm.portal.civicclerk.com/.

ANDREA SALAZAR (Jun 6, 2025 14:08 MDT)

Andréa Salazar
City Clerk/Director of Community Engagement

Received by The Santa Fe New Mexican
Date: _____

To Be Published: June 24, 2025
AND
July 1, 2025

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

150 Washington Ave., Ste 105
Mail Payments To:
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Receipt Invoice

PAJARITO SPIRITS, LLC
2189 Loma Linda Dr
Los Alamos NM, 87544-2770

505-819-7733

Tagline:	LEGAL #94050		
Account Number:	STPSL		
Ad ID:	98679		
		Sales Rep:	Alejandra Molina
Ordered By:	Naomi Otero	**Order Taken By:**	Alejandra Molina
Ad Cost:	$98.40		
Tax Amount:	$8.05	**Payment**	$0.00
Total Amount:	$106.45	**Tagline:**	LEGAL #94050
Amount Due:	$106.45		
PO Number:			
Payment:	$0.00		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 4.900"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	126	**Color:**	

Run Dates:

06/24/25, 07/01/25

LEGAL #94050

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00PM on Thursday, July 24, 2025.
The purpose of this hearing is to discuss a request from Pajarito Spirits, LLC for a Transfer of Location of Inter-Local Dispenser Liquor License No. DIS-001027 with On-Premises Consumption Only with Patio Service, from Pajarito Brewpub and Grill, 614 Trinity Drive, Los Alamos to 730 Saint Michael's Drive Suite 3-F, Santa Fe.
Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://santafenm.portal.civicclerk.com/.

/s/ Andréa Salazar
City Clerk/Director of Community Engagement

PUB: June 24, July 01, 2025.

Applicant Supplemental Information Form

1. **Name of Applicant:** Pajarito Spirits LLC, LEASING License to FaraFina, LLC
   D/B/A Name to be used: FaraFina Bar, music and Food
   Proposed License Location: 730 St Michael's Drive, Unit 3F, Santa Fe, NM 875
   Telephone number: 1-505-310-4017
   Email: OkwenFoma@FaraFinaLLC.com

2. **Type of liquor license request:**
   - ☐ New License (indicate type: _____)
   - ☐ Transfer of location (indicate type: _____)
   - ☐ Transfer of ownership (indicate type: _____)
   - ☑ Transfer of ownership and location (indicate type: Inter-local)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**
   - ☐ Yes (If yes, License # and Type: _____)
   - ☑ No

4. **Were alcoholic beverages previously dispensed by the requesting business?**
   - ☐ Yes (If yes, License # and address where alcohol was being dispensed: _____)
   - ☑ No

5. **Does this business have any record of violation?**
   - ☐ Yes (If yes, please explain: _____.)
   - ☑ No

6. **What are the current/previous and proposed hours of operation of this business?**
   Current/Previous Hours of Operation: _____
   Proposed Hours of Operation: 11am - 2am Tue - Sat & 11am - 11:30pm Sun
   Closed Mondays

7. **Is an outdoor seating/patio area included in the licenses premise?**
   - ☑ Yes (If yes, is the area fully enclosed? ☑ Yes ☐ No)
   - ☐ No

8. **What, if any, are the anticipated peak days and times at the proposed business location?**

What days? Thursdays - Saturdays.

What times? 5pm - 8pm.

9. **Do you have a business license with the City of Santa Fe?**

☐ Yes (If yes, what is your License #? _____)

☑ No (*Please contact the Business Licensing Department at 505-955-6551 to obtain a business license.*)

10. **Do you have a posted occupant load issued by the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is your occupant load issued for your business? _____)

☑ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

11. **Have you been issued a Certificate of Compliance from the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is the date the Certificate was issued? _____)

☑ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

12. **Please indicate the anticipated daily occupant load due to the sale of alcohol at this location:**

80 people Daily.

13. **Please indicate the anticipated change in business volume due to the sale of alcohol and explain:**

☑ Business is expected to increase (additional number of customers per day: 80).

☐ Business is expected to decrease (loss of customers per day: _____).

☐ Business is expected to remain the same.

* Please explain your answer: Farafina is a New business Opening in Santa Fe, NM. They will be leasing Pajarito Spirits liquor license.

14. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

☐ Traffic can be expected to increase on adjacent streets.

☑ Traffic will not increase on adjacent streets.

* Please explain your answer: St. Michaels Drive will Not Increase.

Name of person completing this form: Patrick Mockler-Wood

Telephone number: 580-916-1235

Date: 6-18-2025

Applicant: Pajarito Spirits, LLC **Proposed Location:** 730 St. Michael's Dr. 3-F

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school. *A waiver of the 300 foot location restriction will be requested.*

☑ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Business Licensing Department

☑ Yes, the requesting business has a business license issued by the City of Santa Fe. License #_____.

☐ No, the requesting business does not have a business license issued by the City of Santa Fe.

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s).

*Note: _____

*(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: 07/01/2025

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts.

*Note: _____

☑ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: Jennifer Morrow (Jun 30, 2025 16:28 MDT)

Title: Complete Streets Director

Date: 06/30/2025

City of Santa Fe Fire Department

☐ Yes, the applicant is in compliance with all Fire Codes.

☑ No, the applicant is not in compliance with Fire Code(s).

*Note: No information provided on application for contact or current business license (box marked for current business license but not provided)

Verification Completed By: Geronimo Griego (Jun 30, 2025 12:52 MDT)

Title: Fire Marshal

Date: 06/30/2025

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.:
Name of Applicant: Pajarito Spirits, LLC
Doing Business As: Pajarito Spirits, LLC
Proposed Location: 730 Saint Michaels Drive Suite 3-F, Santa Fe, NM 87505

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **July 24, 2025** at 4:00 PM by video hearing, on the application of **Pajarito Spirits, LLC** (Applicant) for:

1. Request from Pajarito Spirits, LLC , 614 Trinity Drive, Los Alamos, NM 87544 for a Transfer of Location of Inter-Local Dispenser Liquor License #DIS-001027 to Farafina's, 730 St. Michael's Drive 3-F, Santa Fe, NM 87505.

The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby proposes that the Governing Body find as follows:

FINDINGS OF FACT

1. Staff submitted a packet containing the following, which was reviewed by the Hearing Officer and relied on in making these findings:

    a. July 11, 2025 memo from Geralyn F. Cardenas, Deputy City Clerk
    b. June 5, 2025 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval
    c. (NMRLD/AGD) Intake Application
    d. January 14, 2025 letter from Stephanie Perea, Land Use Planner, City of Santa Fe, to Applicant stating the property I zoned SC-2 Planned Shopping Center and is in the Midtown Local Innovation Corridor (LINC) overlay district
    e. 300ft Buffer Map
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
    g. Applicant Supplemental Information
    h. City of Santa Fe staff report

2. City Clerk staff member Geralyn F. Cardenas presented the application.
3. Applicant was represented by Patrick Mockler-Wood.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on June 24, 2025 and July 1, 2025 and on the City's website.
6. The Application is for Transfer of Location of Inter-Local Dispenser Liquor License #DIS-001027 to Farafina's, 730 St. Michaels Drive 3-F, Santa Fe, NM 87505
7. There is no record of violations.
8. The business is expected to be open 11am to 2pm Tuesday to Saturday and 11am to 11:30pm Sunday.
9. The business is expecting the peak hours to be Thursday – Saturday, 5pm-8pm.
10. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
11. The proposed location is not expected to cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Approval is conditional upon applicant obtaining all necessary city and state permits, construction completed, and obtaining a current Santa Fe City business license.
2. Applicant is required to comply with all City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be **APPROVED**.

/s/ Renee Barela-Gutierrez Date: 07/25/2025
Renee Barela-Gutierrez

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: License No. DIS-001298
Name of Applicant: G.L.A. Santa Fe Hospitality, LLC
Doing Business As: Piazza Caffe
Proposed Location: 2574 Camino Entrada Road, Santa Fe, NM 87507

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **July 24, 2025** at 4:00 PM by video hearing, on the application of **G.L.A. Santa Fe Hospitality, LLC** (Applicant) for:

1. Transfer of Ownership of Dispenser Liquor License No. DIS-001298 with On-Premises Consumption Only with Patio Service. License will remain at 2574 Camino Entrada Road, Santa Fe, NM 87507

The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby proposes that the Governing Body find as follows:

FINDINGS OF FACT

1. Staff submitted a packet containing the following, which was reviewed by the Hearing Officer and relied on in making these findings:

    a. July 11, 2025 memo from Geralyn F. Cardenas, Deputy City Clerk
    b. June 9, 2025 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval
    c. (NMRLD/AGD) Dispenser Intake Application
    d. Floor Plan diagram
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
    f. Area map
    g. Applicant Supplemental Information
    h. City of Santa Fe staff report

2. City Clerk staff member Geralyn F. Cardenas presented the application.

3. Applicant was represented by Kyla Stoker.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on June 24, 2025 and July 1, 2025 and on the City's website.
6. Transfer of Ownership of Dispenser Liquor License No. DIS-001298 with On-Premises Consumption Only with Patio Service. License will remain at 2574 Camino Entrada Road, Santa Fe, NM 87507
7. There is no record of violations.
8. The business is expected to be open Wednesday to Monday 11am to 9pm.
9. The business is expecting the peak hours to be Friday and Saturday 5:30pm to 6:30pm
10. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
11. The proposed location is not expected to cause a substantial change in litter or noise.
12. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
13. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
14. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
15. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be **APPROVED**.

/s/ Renee Barela-Gutierrez Date: 07/25/2025
Renee Barela-Gutierrez

City of Santa Fe, New Mexico

memo

DATE: July 11, 2025

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

FROM: Geralyn F. Cardenas, Deputy City Clerk

ITEM & ISSUE:

Request from G.L.A. Santa Fe Hospitality, LLC dba Piazza Caffe for a Transfer of Ownership of Dispenser Liquor License No. DIS-001298 with On-Premises Consumption Only with Patio Service. License will remain at 2574 Camino Entrada Road.

BACKGROUND AND SUMMARY:

Request from G.L.A. Santa Fe Hospitality, LLC dba Piazza Caffe for a Transfer of Ownership of Dispenser Liquor License No. DIS-001298 with On-Premises Consumption Only with Patio Service to remain at 2574 Camino Entrada Road.

Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request. Additionally, as a condition of doing business in the city, staff recommends that it be noted that the applicant is required to comply with all city ordinances.

ACTION REQUESTED: Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Letter to Applicant
- Staff Reports

June 9, 2025

Certified Mail No.: 7021 2720 0001 2205 1327

City of Santa Fe
Attn: Andrea Salazar
City Clerk and Director of Community
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.:	**License No. DIS-001298**
Name of Applicant:	G.L.A. Santa Fe Hospitality, LLC
Doing Business As:	Piazza Caffe
Proposed Location:	2574 Camino Entrada Road, Santa Fe, New Mexico 87507

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR LICENSE NO. DIS-001298 WITH ON PREMISES CONSUMPTION WITH PATIO SERVICE

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information
3. Copy of Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006676

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: G.L.A. SANTA FE HOSPITALITY LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX0645
State Tax ID Number: XX-XXXXX4-00-0
Business Email: info@plazacafesouth.com
Business Phone: 5054691394

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses LLC c/o KYLA STOKER
Contact Person Phone: 5059805614
Contact Person Email: kyla@newmexicoliquorlicense.com

Business Mailing Address

Mailing Street: 3201C Zafarano Drive #356
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87507
Mailing Country: US

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?
☑ Applicant Business is buying/acquiring licenses from other business
☐ Applicant Business has a Change in Ownership
If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."
Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of _____ City, County,Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000006676

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

Specify the type of transfer you are applying for?
☐Transfer of Ownership and Location
☑Transfer of Ownership

License Number: DIS-001298
License Type: Dispenser
License Expiration Date: 6/30/25
Current License Owner: CHARLIE LAY, LLC
Current DBA Name: Piazza Caffe
Current Lessee: Piazza Caffe, LLC
Dispenser Type: Inter-Local Dispenser

Current Premises Address

Physical Street: 2574 Camino Entrada Rd.
Physical City: Santa Fe
Physical State: NM
Physical Zip Code: 87507
Physical County: Santa Fe
Local Option District: Santa Fe City

Proposed DBA Name

Do you want to change the license DBA Name? No

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Piazza Entrada LLC
Specify Date and Terms of Lease/Operating Agreement: 12/26/2024 2 years + options to renew

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	Yes

List of Active Business Licenses in Other States
No records to display.

List of Active Business Licenses in New Mexico

License Number: DIS-001220 License Type: Dispenser Issuing State:New Mexico

License Number: DIS-001157 License Type: Dispenser Issuing State:New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

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NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Total Fee Amount:	**200.00**

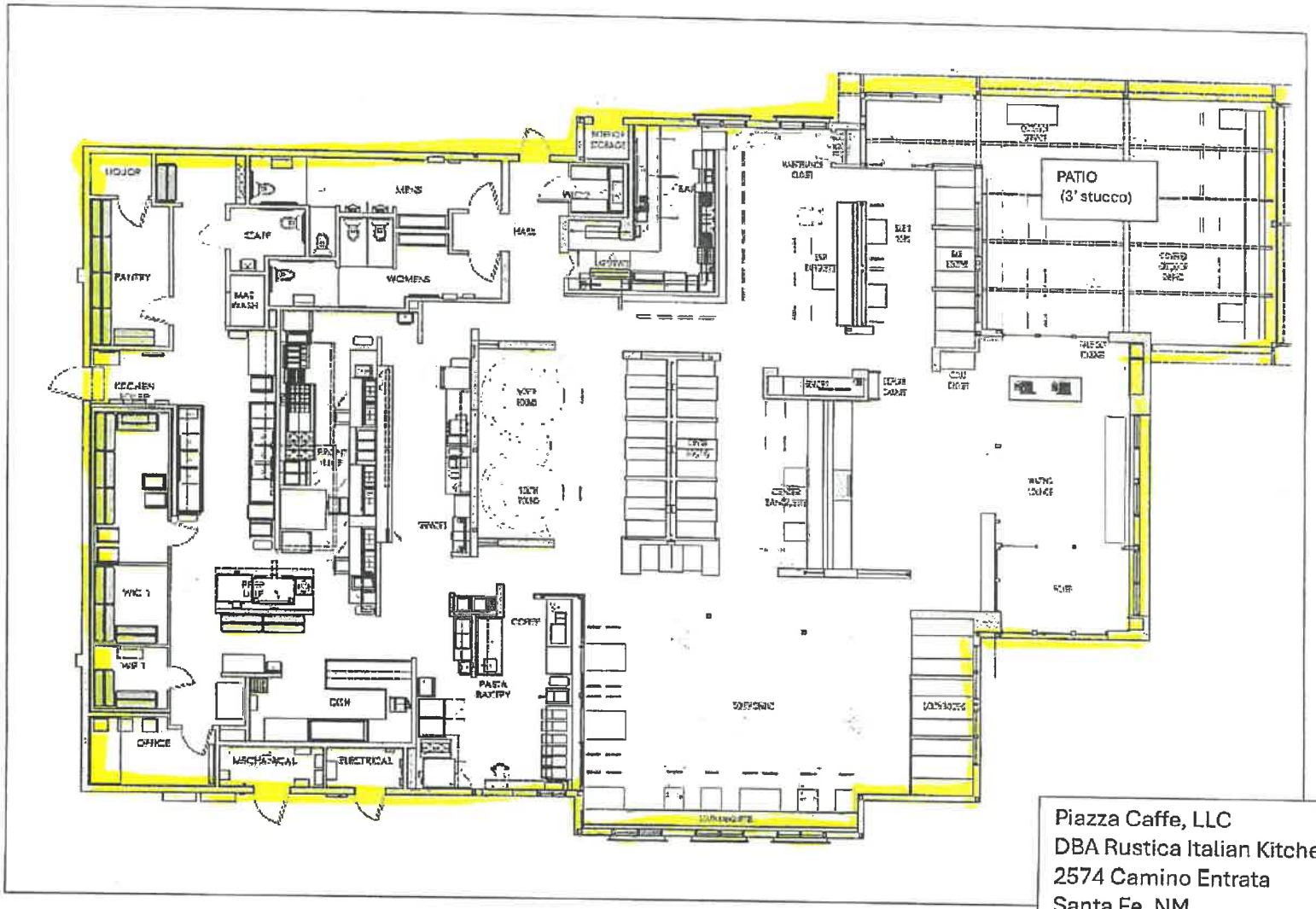
Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: GLA Santa Fe Hospitality LLC Date: 03/12/2025

<< N

Camino Entrada (street wraps around side)



Camino Entrada

Piazza Caffe, LLC
DBA Rustica Italian Kitchen
2574 Camino Entrata
Santa Fe, NM
Total SF = 7,768 (including patio)

ABC FLOOR PLAN APPROVAL
OWNER: CHARLIE LAY, LLC
LESSEE: PIAZZA CAFFE, LLC
LICENSE NO. DIS-001298
DATE 3/3/2025
BY: CHARMAINE MARTINEZ

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, July 24, 2025.

The purpose of this hearing is to discuss a request from G.L.A. Santa Fe Hospitality, LLC dba Piazza Caffe for a Transfer of Ownership of Dispenser Liquor License No. DIS-001298 with On-Premises Consumption Only with Patio Service. This license will remain located at Piazza Caffe, 2574 Camino Entrada Road.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at santafe.primegov.com/public/portal.

ANDREA SALAZAR (Jun 10, 2025 10:57 MDT)

Andréa Salazar
City Clerk and Director of Community Engagement

Received by The Santa Fe New Mexican
Date: _____

To Be Published: June 24, 2025
AND
July 1, 2025

By _____
The Santa Fe New Mexican (Signature)

Santa Fe New Mexican

Mail Payments To:
PO Box 2048,
Santa Fe, NM 87504
Phone: (505) 995-3872

PAYMENT RECEIPT

DATE: 6/17/2025

PAYMENT DATE: 6/17/2025

ACCOUNT: **S17566**

FOR:

NEW MEXICO LIQUOR LICENSES, LLC
2539 Wyoming Blvd NE Ste A
Albuquerque, NM 87112-1036

Payment Type	CC Type	CC#	Tagline	Amount
Credit Card	Visa	6582	Ad ID 98596	$-112.08

Applied to

98596	**06/24/2025**	**Invoice #**	**LEGAL #94048**	**$112.08**

We Appreciate Your Business!

2548 B CAMINO EDWARD ORTIZ
2548 A CAMINO EDWARD ORTIZ
2544 CAMINO ORTIZ
2541 CAMINO ORTIZ
2582 CAMINO ENTRADA
2578 CAMINO ENTRADA
2574 CAMINO ENTRADA
2570 CAMINO ENTRADA
2571 CRISTO'S RD
4401 CERRILLOS RD
4399 CERRILLOS RD

Applicant Supplemental Information Form

1. **Name of Applicant:** G.L.A. Santa Fe Hospitality, LLC
   D/B/A Name to be used: Piazza Caffe
   Proposed License Location: _____
   Telephone number: (505) 469-1934
   Email: info@plazacafesouth.com

2. **Type of liquor license request:**
   - [ ] New License (indicate type: _____)
   - [ ] Transfer of location (indicate type: _____)
   - [X] Transfer of ownership (indicate type: DISPENSER DIS-001298)
   - [ ] Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**
   - [X] Yes (If yes, License # and Type: DIS-001298)
   - [ ] No

4. **Were alcoholic beverages previously dispensed by the requesting business?**
   - [X] Yes (If yes, License # and address where alcohol was being dispensed: Currently leased license by members of applicant at this location)
   - [ ] No

5. **Does this business have any record of violation?**
   - [ ] Yes (If yes, please explain: _____)
   - [X] No

6. **What are the current/previous and proposed hours of operation of this business?**
   Current/Previous Hours of Operation: wed - monday 11am-9pm closed Tuesday
   Proposed Hours of Operation: same as current

7. **Is an outdoor seating/patio area included in the licenses premise?**
   - [X] Yes (If yes, is the area fully enclosed? [X] Yes [ ] No)
   - [ ] No

8. **What, if any, are the anticipated peak days and times at the proposed business location?**

What days? Friday and Saturday.

What times? 5:30 - 6:30pm.

9. **Do you have a business license with the City of Santa Fe?**

☐ Yes (If yes, what is your License #? _____) *Submitted, not received

☒ No (*Please contact the Business Licensing Department at 505-955-6551 to obtain a business license.*)

10. **Do you have a posted occupant load issued by the City of Santa Fe Fire Department?**

☒ Yes (If yes, what is your occupant load issued for your business? _____)

☐ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

11. **Have you been issued a Certificate of Compliance from the City of Santa Fe Fire Department?**

☐ Yes (If yes, what is the date the Certificate was issued? _____)

☒ No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)

12. **Please indicate the anticipated daily occupant load due to the sale of alcohol at this location:**

Daily occupant load varies from 96-240, Average weekly 1,158.

13. **Please indicate the anticipated change in business volume due to the sale of alcohol and explain:**

☐ Business is expected to increase (additional number of customers per day: _____).

☐ Business is expected to decrease (loss of customers per day: _____).

☒ Business is expected to remain the same.

* Please explain your answer: The current operation will remain the same, only they will own the license, not lease from existing owner

14. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

☐ Traffic can be expected to increase on adjacent streets.

☒ Traffic will not increase on adjacent streets.

* Please explain your answer: Existing business operations will remain the same.

Name of person completing this form: New Mexico Liquor Licenses LLC

Telephone number: 505 980 5014

Date: 6/17/25

Applicant: GLA Santa Fe Hospitality LLC /Piazza Caffe **Proposed Location**: 2574 Camino Entrada Rd

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school. *A waiver of the 300 foot location restriction will be requested.*

☑ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Business Licensing Department

☐ Yes, the requesting business has a business license issued by the City of Santa Fe. Lic. #: **Waiting on inspections**

☐ No, the requesting business does not have a business license issued by the City of Santa Fe.

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s).

*Note: _____

*(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: 07/08/2025

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts.

*Note: _____

☑ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: Jennifer Morrow (Jul 8, 2025 15:40 MDT)

Title: Complete Streets Director

Date: 07/08/2025

City of Santa Fe Fire Department

☑ Yes, the applicant is in compliance with all Fire Codes.

☐ No, the applicant is not in compliance with Fire Code(s).

*Note: FP 4 from FMO passed inspection on 06/27/2025

Verification Completed By: Geronimo Griego
Geronimo Griego (Jul 8, 2025 11:58 MDT)

Title: Fire Marshal

Date: 07/08/2025

CITY OF SANTA FE

Date: June 10, 2025

To: Governing Body

From: Jennifer Morrow, PE, Complete Streets Division Director Jennifer Morrow (Jun 10, 2025 14:14 MDT)

Via: Regina Wheeler, Public Works Department Director RW (Jun 10, 2025 14:22 MDT)

Subject: Loader Equipment Lease

Vendor Names: Deere Credit, Inc. / 4 Rivers Equipment LLC

Vendor Numbers: 9870 — Deere Credit, Inc./John Deere Financial
3900 — 4 Rivers Equipment LLC

ACTION:
Request for Approval of a Master Lease Agreement with Deere Credit, Inc./John Deere Financial for a Loader for Streets Maintenance in the Total Amount of $271,136 Including NMGRT for a Five (5) Year Term Ending June 30, 2030. (Jennifer Morrow, PE, Complete Streets Division Director, jlmorrow@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3250642.

BACKGROUND AND SUMMARY:
Public Works Complete Streets Division presented extensive equipment replacement needs at the end of FY24. Some of the equipment was funded to be purchased with one-time funds and other pieces funded for lease in the FY25 operating budget. The five pieces of equipment to be leased are: one (1) 624 P-Tier Wheel Loader, three (3) sweepers, and one (1) skid steer.

Deere Credit, Inc./John Deere Financial is the leasing company utilized by 4 Rivers Equipment LLC, a long-time equipment provider for the City of Santa Fe.

This lease price includes maintenance services for the equipment and a buyout option at the end of the lease. The equipment is scheduled to be delivered on June 11, 2025.

ATTACHMENTS:
Master Lease Agreement
CES Agreement No. 2022-10-C102-ALL
Signature Instructions from John Deere Financial

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: 365 ½ PER GRT
Munis Org Name/Number: 3650414 RDWYS&DRNG
Munis Object Name/Number: 562600 Vehicles >1.5 Tons

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is NMSA 1978, Section 13-1-135, Cooperative Educational Services (CES) Agreement No. 2022-10-C102-ALL with 4 Rivers Equipment LLC, which expires on July 25, 2027.

Chief Procurement Officer (CPO)/Designee: _____ Date: 06/23/2025
CPO Comment/Exceptions: Send CES the PO as soon as it's printed. Varify GRT - should not be included - product

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 Note: Fleet does not oversee Complete Streets equipment.
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: This loader will be maintained by 4 Rivers and Complete Streets.

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: _____

Capital Asset or Project? ☐ Yes | ☒ No
Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

JOHN DEERE FINANCIAL

Master Lease Agreement

Agreement No.	0078057

Lessee:	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. To the extent funds have been appropriated, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1.5% per month of the unpaid balance due, but in no event more than the maximum lawful rate set by NMSA 1978, § 13-1-158, of the New Mexico Procurement Code. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than $25.00, we may retain such excess.

2. **Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.

3. **Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. **Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct clearly erroneous information on the Lease, such as a correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.

5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it, which acceptance will not be unreasonably withheld or delayed. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

Agreement No.	0078057

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment prior to the Lease Term End Date, and are not in default, you may request a payoff amount quote. Upon receipt of the payoff amount, we will transfer to you all of our right, title and interest in such item of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion using market based internal tools, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease under New Mexico law, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

13. **Claims.** To the extent permitted by law, You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession for acts or omissions, which occurred during the Lease Term. You will promptly notify us of all Claims made. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us. Your liability under this Section is not limited to the amounts of insurance required under the Lease.

14. **Representations and Warranties.** To the extent permitted by law, You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term subject to paragraph 17; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code unless such action is required by federal or state law, regulation, or grant agreement; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns

15. **Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW MEXICO, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO.** You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Santa Fe, New Mexico and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

16. **Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No.	0078057

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

17. **Non-Appropriation of Funds**.

For the Lessee, this Lease Agreement is contingent upon sufficient appropriations and authorizations being made by the Governing Body of the City of Santa Fe and, if state funds are involved, the New Mexico Legislature. If sufficient appropriations and authorizations are not made, this Lease Agreement shall terminate on the last day of the fiscal period for which appropriations were received. Lessee will give Lessor written notice at least 30 days in advance of such occurrence. Such termination shall be without penalty or expense to the Lessee. The Lessee is expressly not committed to expenditure of funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Governing Body or Legislature. The Lessee's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Lessor.

In performing its obligations in this Lease Agreement the Lessee shall comply with all applicable State of New Mexico and local government laws and ordinances, including the New Mexico Procurement Code, NMSA 1978, § 13-1-28, et seq. As a political subdivision of the state of New Mexico, any liability on the part of Lessee is limited by state law, including the Bateman Act, NMSA 1978, § 6-6-11; Art. IX, Sec. 12 (munhicipal indebtedness), and the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq. Nothing in this Lease Agreement between Lessee and Lessor shall be interpreted as a waiver of the Lessee's sovereign immunity under the Tort Claims Act. Nothing in the John Deere Lease Agreement or this Addendum shall require the Lessee to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

18. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORT IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	LESSOR
CITY OF SANTA FE **1142 SILER RD** **SANTA FE, NM 87507-3127**	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ **ALAN WEBBER, MAYOR**	By: _____
Date _____	Date:

Confidential with no Personal Information

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 28, 2025 14:56 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	**030-0078057-000**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/11/2025	06/11/2030	1	$50,123.27	$4,103.84	$54,227.11	$121,938.03
		1	$50,123.27	$4,103.84	$54,227.11	
		1	$50,123.27	$4,103.84	$54,227.11	
		1	$50,123.27	$4,103.84	$54,227.11	
		1	$50,123.27	$4,103.84	$54,227.11	

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
11	07/11/2025	Internal Rate of Return minus 2 percent (2%)
Billing Period	**Irregular Payments**	

☐ Monthly
☐ Quarterly
☐ Semi-Annual
☑ Annual
☐ Irregular

PAYMENT DUE AT SIGNING

Advance Lease Payment**	$0.00
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	**$ 0.00**

Advance Lease Payment includes the first (0**) and last (**0**) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. To the extent permitted by law, You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier (Name & Address)	4 RIVERS EQUIPMENT, LLC 685 EAST ENTERPRISE DR., PUEBLO WEST, CO 81007

EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment	Purchase Option
2024	JD	624 P-TIER WHEEL LOADER	1DW624PACRLX23962	25	1000/YR	$35.00/HR	$50,123.27	$121,938.03

Equipment Location	1142 SILER RD, SANTA FE, NM, 87507-3127	OUTSIDE city limits: ☐	SANTA FE COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: _____
ALAN WEBBER, MAYOR

Date: _____

LESSOR

DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	**030-0078057-000**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF SANTA FE, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical**.
   - A. Computer systems or safety and emission control equipment not in proper working order.
   - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
   - C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
   - D. Any air filters not within manufacturer's specifications.
   - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
   - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
   - G. Any lubricant, water or A/C seal leaks.
2. **Exterior**.
   - A. Dents larger than 2 inches in diameter.
   - B. Excessive number of dents or scratches.
   - C. Any scratch 8" or longer that reaches the metal skin.
   - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
   - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
   - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
   - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
   - H. All frame damage and substandard frame repairs.
   - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform**.
   - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
   - B. Unclean condition of operator environment.
   - C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General**.
   - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
   - B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other**.
   - A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
   - B. The Equipment must be cleaned prior to its return.
   - C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.
6. **Hour Meter**. For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear**. Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR
CITY OF SANTA FE 1142 SILER RD SANTA FE, NM 87507-3127	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____ ALAN WEBBER, MAYOR	By: _____
Date: _____	Date: _____

JOHN DEERE FINANCIAL

Delivery and Acknowledgment

Lease Schedule No.	**030-0078057-000**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE

CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: _____
REGINA WHEELER, PUBLIC WORKS DIRECTOR

Date: _____

LESSOR

DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date: _____

JOHN DEERE FINANCIAL

Property Tax Acknowledgment

Lease Schedule No.	**030-0078057-000**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

1142 SILER RD ☐ Check here if OUTSIDE city limits
Street Address

SANTA FE	**NM**	**87507-3127**	**SANTA FE**
City	State	Zip	County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

☐ Check here if OUTSIDE city limits
Street Address

City	State	Zip	County

☐ Check here if Sales/Use Tax Exempt ☐ Check here if Property Tax Exempt

Equipment Usage:	
Percentage of Time:	

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE
CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: _____
ALAN WEBBER, MAYOR

Date: _____

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**030-0078057-000**
Master Lease Agreement No.	**0078057**

Lessee: (Name & Address)	**CITY OF SANTA FE** 1142 SILER RD, , SANTA FE, NM 87507-3127
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency: ARTHUR J GALLAGHER & CO.	Phone Number of Agency: (949)349-9800
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency: ARTHUR J GALLAGHER & CO.	Phone Number of Agency: (949)349-9800
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE

CITY OF SANTA FE
1142 SILER RD
SANTA FE, NM 87507-3127

By: _____
ALAN WEBBER, MAYOR

Date:

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

Automatic Payment Enrollment

☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

Type of Account: ☐ Checking ☐ Savings

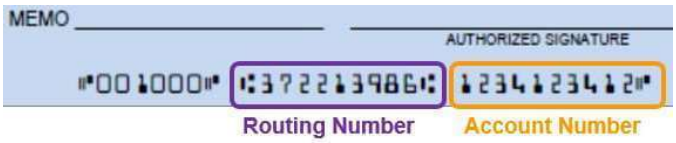
Routing Number # (9 digit): _____

Bank Account Number: _____

Examples: *(a voided check is not required)*

Personal Check

Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14204328	CITY OF SANTA FE,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-Onn transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my back account.

I understand any payment due prior to the month I requested above for each individual account must be make in order to be eligible for automatic payment for that account.

_____ _____

Bank Account Owner Signature Date Bank Account Owner Phone Number

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Your New Mexico Purchasing Cooperative
CES
Since 1979

Contract Award Letter

July 26, 2022

Collin James
4 Rivers Equipment LLC
2301 Candelaria RD NE
Albuquerque, NM 87107

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2022-10 for CES Contract # 2022-10-C102-ALL - Heavy Equipment, Parts, Accessories, Leasing and Related Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2022-10 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for five (5) years from the effective contract award date July 26, 2022 through July 25, 2027, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

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ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2022-10

RFP DESCRIPTION: Heavy Equipment, Parts, Accessories, Leasing and Related Services

CES CONTRACT NUMBER: 2022-10-C102-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this July 26, 2022, to 4 Rivers Equipment LLC, with its principal office located at 2301 Candelaria RD NE, Albuquerque, NM 87107 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

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CONTRACT TERMS

1. The contract term shall be for five (5) years from the effective contract award date July 26, 2022 through July 25, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	4 Rivers Equipment LLC
David Chavez	Collin James
Printed Name	Printed Name
By:	By: DocuSigned by: BD642C16CD644E0...
Title: Executive Director	Title: Branch Manager

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ATTACHMENT A
TO CONTRACT 2022-10-C102-
ALL ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2022-10 Heavy Equipment, Parts, Accessories, Leasing and Related Services

PART I INTRODUCTION

A. GENERAL

The purpose of this Request for Proposal is to solicit sealed proposals to establish, through competitive public solicitation and negotiation, a multi-year cooperative contract, or contracts, between Cooperative Educational Services (CES) and the successful Offeror(s).

Cooperative Educational Services is seeking proposals from Offerors who have the capability and capacity to provide Heavy Equipment, Parts, Accessories, Leasing and Related Services to CES Members and Participating Entities.

B. NOTICE

If practicable, CES intends to make multiple awards for sufficient coverage statewide. Price agreements` term, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-150.

PART II SCOPE OF WORK AND SPECIFICATIONS

A. Categorical Scope of Work

Cooperative Educational Services (CES), on behalf of its current and future Members and Participating Entities which consist of over 440 educational and governmental entities in New Mexico, is requesting proposals from qualified and experienced firms to provide a diverse and extensive offering of heavy equipment and services from national and international manufacturers for purchase, lease and/or rental with locations throughout New Mexico. Heavy equipment will include, but not limited to the following equipment categories: Earth Moving, Landfill, Construction Vehicles, Pavement, Sweepers, Trailers, Material handling, Portable and Stationary Power Generation options, Governmental Leasing, Repair and Maintenance Services, Trade-In or Buyback Options, Rentals, etc. All heavy equipment offered must meet or exceed federal and state regulations which govern the equipment.

DEFINITIONS

None

B. SPECIFICATIONS

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CES understands every Offeror is unique and has its own capabilities when approaching a project. The scope of work listed above, and the specifications listed below, are to provide Offerors with guidance and insight as to what is being sought in this solicitation.

A. Unless otherwise noted, the categorical specifications include those generally understood and accepted within industry that apply to heavy equipment, parts, accessories, supplies and services as those equal to, or superior than, those supplied by companies such as, but not limited to Volvo, Case, John Deere, Caterpillar, Bomag, Bobcat, Doosan, Ditch Witch, Hitachi, New Holland, Terex, Komatsu, JCB, Wirtgen, Vogele, Hamm, Kleeman, New Holland, Liebherr etc.
B. All new equipment and products offered shall be:
   1. New, current, or ongoing production.
   2. Formally announced for general marketing purposes.
   3. Capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
   4. To be in compliance with current emission standards applicable at the time of manufacture.
   5. When new models are developed during the contract period, they can be added to the contract upon written approval of CES.
C. The Offeror may include value-add services in their response and these services may be provided by the authorized manufacturer or dealer. Categories include but are not limited to:
   1. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
   2. Maintenance Services:
      a. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
      b. Maintenance services may include scheduled services based upon the manufactures recommended guidelines, to include but not limited to, daily scheduled services, daily fuel dispensing, major/ minor machine cleaning, etc.
      c. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
   3. Warranties: The ability to provide a full range of extended warranties.
   4. Financing Options: The ability to provide governmental lease financing options which comply with the laws of the State of New Mexico. All governmental lease agreements will have the following:
      a. Non-Appropriation clause if funding for the lease payments cannot be approved by the governmental agency.
      b. The governmental lease needs to have a buyout option at fair market value. The buyout option at the end of the lease cannot be $1.00 it must be at fair market value.
      c. The leasing company will be responsible for all New Mexico Property and Gross Receipts Taxes.
      d. The leasing company will provide at no cost pickup of equipment at the end of the lease period.
   5. Trade-In or Buyback Options:
      a. The ability to trade-in used equipment or to obtain a guaranteed buy back price at the time of purchase.
      b. If trading in a piece of Heavy Equipment or other tangible person property is part of a purchase, it must comply with NMSA 1978 Chapter 13 Article 6.
   6. State political subdivisions are exempt from Federal Excise Tax.

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7. Rental: The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.

D. All applicable new equipment will meet current Federal Emissions Standards and include the appropriate diesel particulate filter exhaust after the treatment system. Used equipment, at a minimum, will need to meet the Federal Emissions Standards at time of manufacturer. If the federal emission standards change during the term of the contract, then the Offeror must provide equipment that meets the latest federal emission standards.

E. The Offeror shall provide support documentation including, but not limited to, company policies on replacements and returns, restocking charges, after hours service, after sales support, technical feedback, quality assurance for orders, and drop shipments.

F. A complete and comprehensive line of equipment is requested, however, CES reserves the right to award contracts for specific types of equipment if this is determined to be in the best interest of its Members and Participating Entities.

G. Heavy equipment can be offered that is powered by, but not limited to gasoline, liquid propane, diesel, compressed natural gas, electric, or batteries. New engine technology may be added to the contract when it becomes available.

H. Following are examples of the types of equipment and services requested, however, this is not meant to be all inclusive. An Offeror may include all products, a portion of the products, or additional products that meet the requirements of this solicitation in their response. Examples include the following:

1. Construction equipment including but not limited to:
   a. Articulated trucks; off-highway trucks; bulldozers; track and wheel dozers; track and wheel excavators; backhoe; skid steer; track wheel and multi-terrain loaders; graders; scrapers; soil compactors; trenchers; water trucks; and water wagons.
   b. Part and accessories.
2. Landfill equipment including but not limited to:
   a. Waste handlers; landfill compactors; landfill scrapers; walking floor and transfer trailers; track and wheel loaders; track and wheel tractors; articulated trucks or off-highway trucks; hydraulic excavators; bulldozers; etc.
   b. Part and accessories
3. Material handling equipment including but not limited to:
   a. Track and wheel cranes; Aerial work platform; Boom Lift; Telehandler; Forklift, Single Manlift; Scissor Lift; etc.
   b. Part and accessories
4. Trailers including but not limited to:
   a. Drop neck, flatbed, tilt, and utility types.
   b. Part and accessories
5. Pavement repair and maintenance equipment including but not limited to:
   a. Asphalt cold planer; asphalt rotary mixer, bituminous distribution truck; chip spreader; crack sealer; track and wheel pavers; vibratory, pneumatic, drum, wheel rollers; and patcher truck; etc.
   b. Part and accessories
6. Sweeping equipment including but not limited to:
   a. Scrubber, street, and walkway sweepers; etc.
   b. Part and accessories
7. Miscellaneous equipment including but not limited to:

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a. Bucket trucks; cement mixers; boom mower tractor; etc.
b. Part and accessories.

8. Portable and Fixed Power Options including but not limited to:
   a. Portable and Stationary Generators; power systems; switchgears and uninterruptible power supplies (UPS); etc.
   b. Part and accessories.
9. Work tools to include with not limited to:
   a. Augers; blades; brooms; brushcutters; excavation and loading buckets; excavator shear; compactors; forks; grapples; racks; rippers; saws; snow removal equipment and accessories; grinders; trenchers; and winches; power take off; etc.
   b. Part and accessories.
10. Miscellaneous Products to include but not limited to:
   a. Air compressors; heaters washers; towable light towers and related lighting; aerial equipment; demolition equipment; trenching equipment.
   b. Part and accessories.
11. OEM and Aftermarket products.

l. Rental equipment:

1. All rental equipment must be in serviceable condition and ready for immediate operation.
2. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
3. All equipment will have current safety inspection and provided to CES Member upon request.
4. The Offeror can provide daily, weekly, and monthly rental rates. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
5. Rental rates must include all incidentals and associated costs.
6. The Offeror shall ensure that all equipment rented that requires fuel is at the "full" level when equipment is picked up or delivered. If equipment is returned with a lower amount of fuel than the initially rented, then contractor shall 1) choose to not charge the CES Eligible Agency for fuel replacement or 2) fill equipment with fuel at a cost of no more than $.50 over the average price per gallon for the fuel used to operate the equipment.
7. All charges to bring the equipment to or removed from the site can be billed separately but this option will need to be identified in the rental contract.
8. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
9. The Offeror can offer optional damage waiver coverage for equipment rental.
10. The Offeror shall supply all consumables, except fuel, to utilize the equipment being rented at no additional charge to the Agency. Equipment must be issued with new or nearly new consumables. The Agency may not be charged for consumables, regardless of condition at return. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
11. Rental Payments Options
    A. Provide the option for P-card payment by renting agency.
    B. Provide for monthly billing.

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C. Invoices shall contain, at a minimum information:
   1) CES Contract and Member purchase order number
   2) Equipment Identification Number
   3) Delivery Date and Time
   4) Return Date and Time
   5) Renter's Name
   6) Rental Cost

12. Rental Reporting Requirements:
   A. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
      1) Equipment description
      2) Quantity Rented
      3) Number of Days Rented
      4) Unit Price
      5) Total Dollar Amount
      6) Method of Payment
13. Rental equipment:
   a. The ability to rent equipment through the manufacturer or dealer at a daily, weekly, or monthly rate.
   b. All rental equipment must be in serviceable condition and ready for immediate operation.
   c. The Offeror is responsible, prior to pick-up or delivery, to make sure there are no missing or broken parts or accessories, and that equipment and attachments are working appropriately.
   d. All equipment shall be late model equipment with current safety inspection available upon request.
   e. The Offeror shall provide daily, weekly, and monthly rates for rental equipment requested by the CES Eligible Agency. Whenever one rate equals or exceeds the next category, the rate shall change to the greater category. For example: A daily rate may equal a weekly rate after 4 days, etc. The lowest rate then becomes effective for the remaining rental period.
14. Rental rates must include all incidentals and associated costs.
   a. The Offeror shall ensure that all equipment rented:
      i. Shall state the amount of fuel the equipment needs to be returned with.
      ii. State the cost of the fuel in the rental contract if not returned with the correct amount of fuel.
      iii. All charges to bring the equipment to the site(s) or remove from the site(s) it must be state in the rental contract.
      iv. Any mechanical breakdown or failure occurring between delivery and pick-up shall be repaired promptly by the Offeror.
   b. The Offeror can offer optional damage waiver coverage for equipment rental.
   c. The Contractor is responsible for all damaged, defective, or malfunctioning equipment, except to the extent caused by the CES Member or Participating Entity.
15. Payments
   a. Provide the option for credit card payment by renter.
   b. Provide for direct and monthly billing to CES
   c. Invoices shall contain, at a minimum information:

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d. Contract and/or purchase order number
e. Equipment Identification
f. Delivery Date and Time
g. Return Date and Time
h. Renter's Name
i. Rental Cost

16. Rental Reporting Requirements:
    a. Contractor shall furnish to CES and or its Members or Participating Entities as requested a quarterly report of goods and services provided. Reports shall provide, at a minimum, the following:
        i. Equipment description
        ii. Quantity Rented
        iii. Number of Days Rented
        iv. Unit Price
        v. Total Dollar Amount

J. Service
1. The Offeror may include value-add services and these services can be provided by either the authorized manufacturer or dealer. Categories include, but not limited to:
    a. Repair Services: The ability to provide repair services through authorized manufacturer's facilities or dealers. Repairs services may include, but not limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, custom fabrication, etc.
    b. Maintenance Services:
        i. The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers.
        ii. Maintenance services may include scheduled services based upon the manufactures recommended guidelines
    c. All equipment delivered shall be subject to a complete inspection by the CES Member's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the CES Member.
    d. If the equipment requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the CES Member.
    e. The Offeror is to provide to CES Member or Participating Entity the option of a loaner or rental equipment if the machine is down for more than 24 hours.
    f. The Offeror will provide and maintain a factory authorized parts and service facility(s).

K. Optional Equipment and Features:
1. The Offeror is to provide a list of optional equipment and features that can be used by the CES Member to customize the equipment.
2. The Offeror will need to provide detail on the process used by CES Members or Participating Entities to identify the optional equipment and features and how to implement into the design of the equipment.

L. Replacement Parts

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1. OEM or aftermarket parts approved by the OEM.
2. If aftermarket parts used for warranty repair, they must not void the manufactures warranty.

M. Warranties:
1. At the minimum, warranties shall be the manufacturer's standard new equipment warranty. All warranties shall begin when the equipment is placed in service. It shall be the responsibility of the CES Member or Participating Entity to notify the contractor when the equipment is put into service.
2. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.
3. The Offeror must provide all warrantee work, ongoing maintenance, have an inventory of parts and have access to specialized or custom parts within 72 hours.
4. Warranty Information: All equipment will have a published listing of contractor warranty repair locations, including address, telephone number, and contact name.

N. Extended Warranty Options
1. Offerors are encouraged to offer extended warranties for all major mechanical, electrical, and electronic components to cover the member after the standard warranty has expired.
2. The terms, conditions, stipulation, exceptions, limitations, and warrantee periods will be clearly identified.

O. Training
1. Training for maintenance staff on the proper service and repair of the equipment and options.
2. Training for drivers on the proper and safe operation of the equipment and options.

P. Publications and Printed Materials:
1. All equipment and options will have a complete set of operating and warranty instructions.
2. Operation Manual: A complete operations manual with and troubleshooting guide with comprehensive instructions and detailed manufacturer's parts list that covers all the features of the equipment shall be provided at time of delivery.

Q. Vehicle Recall Notices: In the event of any recall notice, technical service bulletin, or other important notification affecting an equipment purchased from this contract, a notice shall be sent to the purchasing agency's representative.

R. Used Equipment Purchase Option:
1. Used equipment will need an independent "certificate of working condition" from a qualified mechanic who shall have made a detailed inspection of each major working or major functional part and certified the working condition of each.
2. All equipment delivered shall be subject to a complete inspection by the CES Member's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the CES Member.
3. The Offeror to provide a minimum of a 90-day warranty after the equipment has been put into service.
4. If the equipment requires repairs prior to acceptance, the Contractor will be responsible to transport of equipment to and from his place of business for repairs until such time as the equipment is placed in service, at no additional cost, to the CES Member.

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ATTACHMENT B
TO CONTRACT 2022-10-C102-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

PRICING

A. CES Members and Participating Entities will pay Contractor for Heavy Equipment, Parts, Accessories, Leasing and Related Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

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Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Offeror's Support for CES Pricing	Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to invoice cost of your supplier	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Articulated Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %
Construction Equipment - Off-Highway Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Track Dozers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	21 %	21 %	21 %	21 %	21 %	21 %	21 %	21 %	21 %
Construction Equipment - Wheel Dozers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Track Excavators	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %
Construction Equipment - Wheel Excavators	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	38 %	38 %	38 %	38 %	38 %	38 %	38 %	38 %	38 %
Construction Equipment - Backhoe	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	39 %	39 %	39 %	39 %	39 %	39 %	39 %	39 %	39 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Mini Excavator	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Construction Equipment - Skid Steer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %
Construction Equipment - Track Loader	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %	23 %
Construction Equipment - Wheel Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %
Construction Equipment - Multi-Terrain Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Motor Graders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	42 %	42 %	42 %	42 %	42 %	42 %	42 %	42 %	42 %
Construction Equipment - Scrapers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Soil Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Tractors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Trenchers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Wheel Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %	30 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Pneumatic Compactors & Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Pothole Patchers Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Road Broom Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Road Reclaiming Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Cutters	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Asphalt Pavers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Water Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Water Wagons	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Construction Equipment - Articulated Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %	26 %
Construction Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Construction Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Recycling	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Waste Handlers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %	29 %
Landfill Equipment - Landfill Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Landfill Scrapers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Walking And Transfer Trailers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Track Loaders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Wheel Tractors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Landfill Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Track Cranes	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Material Handling Equipment - Wheel Cranes	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Aerial Work Platform	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Boomtruck	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Telescopic Handlers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Material Handling Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Equipment Trailers - Drop Neck Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Flatbed Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Tilt Types Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Utility Types Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Equipment Trailers - Walking Floor Trailer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Equipment Trailers - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Equipment Trailers - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %	5 %
Pavement Equipment - Asphalt Cold Planer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Pavement Equipment - Asphalt Rotary Mixer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Bituminous Distribution Truck	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Chip Spreader	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Crack Sealer	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Track And Wheel Pavers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Vibratory Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Pneumatic Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Drum Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Pavement Equipment - Wheel Rollers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Patcher Truck.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Pavement Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Scrubber	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Street Sweepers.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %	10 %
Sweeping Equipment- Walkway Sweepers.	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Sweeping Equipment- Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Bucket Trucks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Cement Mixers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Misc. Equipment- Boom Mower Tractor	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Grinders	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment - Trenchers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment - Winches	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Misc. Equipment - Power Take Off	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Air Compressors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Heaters Washers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Light Towers And Related Lighting	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Aerial Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Demolition Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Trenching Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Misc. Equipment - Light Towers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment - Snow Removal	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Misc. Equipment- Snow Removal Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Misc. Equipment- Snow Removal Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Augers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Blades	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Brooms	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Work Tools - Brushcutters	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Loading Buckets	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Excavation Buckets	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %	15 %
Work Tools - Excavator Shear	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Compactors	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Forks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Grapples	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Racks	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Work Tools - Rippers	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Saws	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %	20 %
Work Tools - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Work Tools - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Portable Power Generation Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Stationary Power Generation Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Power Generation - Parts	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Power Generation - Accessories	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Optional OEM and Aftermarket Products and Equipment	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
Hourly Rates for Installation of Accessories and Equipment	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Hourly Rates for Installation of Accessories and Equipment After Hours, Weekends, and Holidays	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Maintenance Services Regular Business Hours	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Maintenance Services After Hours, Weekends, and Holidays	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Repair Services Regular Business Hours	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Repair Services After Hours, Weekends, and Holidays	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Maintenance Service Plans	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%

Product Name	Product Description	Unit of Measure	All Regions	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Extended Warranty	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment Delivery Cost over 100 miles	Cost per mile over 100 miles	cost	$	$	$	$	$	$	$	$	$
Equipment - Daily Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment - Weekly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment - Monthly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	%	%	%	%	%	%	%
Equipment - Yearly Rental	Discounts offered on individual manufacturer's published price lists/catalogs.	Percent	%	%	0 %	%	%	%	%	%	%
On-site training	Cost Per Hour	cost	$	$ 0	$	$	$	$	$	$	$
Off-site training	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$
Web Bases Training	Cost Per Hour	cost	$	$	$	$	$	$	$	$	$

Signature Instructions
John Deere Master Lease

You may include a separate signature page, with internal approval signatures completed electronically via Adobe Sign prior to executing signature.

The Mayor will need to provide a physical (wet) signature on the lease documents.

The original (Wet) Signed and dated lease documents should be mailed to:

John Deere Financial

6400 NW 86th Street, PO Box 6600

Johnston, IA 50131

If you have any questions, please let me know.

Thank you,

Marcia Carr
Credit Processing Specialist
Lease Administration
John Deere Financial
6400 NW 86th Street, PO Box 6600
Johnston, IA 50131-6600
Phone: 800.828.8297 Ext. 73464
Fax: 800.254.0020

GB Packet_John Deere Loader Lease ELK2 RW corrected

Final Audit Report 2025-06-10

Created:	2025-06-10
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJkvlYdeV0MLLcfHa4ZG1MMfmsvwFUfk3

"GB Packet_John Deere Loader Lease ELK2 RW corrected" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
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Signer rawheeler@santafenm.gov entered name at signing as RW
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Document e-signed by RW (rawheeler@santafenm.gov)
Signature Date: 2025-06-10 - 8:22:52 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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CITY OF SANTA FE

Date: **June 17, 2025**

To: **Governing Body**

Via: **Regina Wheeler, Public Works Director** RW
Melissa McDonald, Parks and Open Space Director MMc

From: Scott Overlie, Public Works Project Manager III sao

Subject: **Approve Legislative Grant 22-G3018 for SWAN Park**

ACTION:
Request for Approval of Capital Appropriation Project 22-3018 Grant Agreement with the Department of Finance and Administration in the Total Amount of $380,000 for SWAN Park Phase 2 with a Reversion Date of June 30, 2026. (Scott Overlie, Public Works Project Manager 3, saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Legislative Grant Proceeds of $380,000 to FY26 Parks and Open Space Revenue and Expenses for SWAN Park Phase 2.

BACKGROUND AND SUMMARY:
SWAN Park Phase 2 is funded with $2,880,000 from three legislative grants including this one. SWAN Park Phase 2 design is underway, and park elements have been determined by the community and include a water play element. Design is expected to be completed in Spring 2026. Construction costs and schedule will be determined once the design is complete. Construction is expected to be phased with available funding.

ATTACHMENTS:
Capital Appropriations Grant Agreement
BAR

Grant Manager
ERIKA LUJAN
ERIKA LUJAN (Jun 25, 2025 11:16 MDT)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 406, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

22-G3018 $380,000.00 APPROPRIATION REVERSION DATE**: June 30, 2026**

Laws of 2022, Chapter 53, Section 30, Paragraph 406, Three Hundred and Eighty Thousand Dollars and Zero Cents ($380,000.00), to plan, design, construct, furnish and equip phase 2 of the Southwest Activity Node park in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Three Hundred and Eighty Thousand Dollars and Zero Cents $380,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[21], if applicable, No Dollars and Zero Cents $0.00, which equals Three Hundred and Eighty Thousand Dollars and Zero Cents $380,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[22] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

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[21] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[22] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: P.O Box 910 Santa Fe, NM 87505
Email: mayor@santafenm.gov
Telephone: 505-955-6590

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: David Chapman
Title: Grant Administrator
Address: 501 Market ST Santa Fe, NM 87502
Email: dachaoman@ci.santa-fe.nm.us
Telephone: 505-986-6323

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. <u>Requests for Additional Information/Project Inspection</u>

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the "Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

Department of Finance & Administration, State of New Mexico

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDREA SALAZAR, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 31, 2024 16:50 MDT)

_____

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)*: $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (*If Applicable*): $0

G. Grant Balance: $0

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $0

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Log # {Finance use only}:	
Journal # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks/Trails CIP	12/3/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Construction - Swan Park Ph II	3559980	572970	PRK2535501	380,000	
REVENUES				{enter as negative #}	{enter as positive #}
NM DFA 22-G3018 Swan Park Ph II	3559980	490210	PRK2535501	(380,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with DFA to construct Ph II at SWAN Park in the total amount of $380,000. (22-G3018 Term: 06/30/2026)

Funding for FY26 7/1/2025-6/30/2026

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

De Alva Calabaza DC — 06/16/2025
Prepared By {print name} — Date

Melissa McDonald
Division Director — Date

Regina Wheeler
Regina Wheeler (Jun 23, 2025 09:11 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Ostar
Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

Log # {Finance use only}:	
Journal # {Finance use only}:	

CITY OF SANTA FE

The Purchasing Memo

Date: June 30, 2025

To: Mark Scott, City Manager

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director

Subject: Lumen Technologies Addendum

Vendor Name: Century Link Business

Munis Vendor Number: 3590

ITEM AND ISSUE:

Request for Approval of an Amendment/Addendum to Order Addendum with Century Link Business/ Lumen Technologies Government Solutions, Inc to Adjust the Scope, and Increase the Compensation by $7,546.68. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250299.

BACKGROUND AND SUMMARY:

Following comprehensive technical consultations between Lumen engineering teams and City engineering personnel during the discovery phase, it was determined that the originally proposed IPVPN and ANS Services would not adequately address the City's evolving technical requirements, particularly regarding VPN services and contemporary cybersecurity implementations. To better align with the City's infrastructure needs, Lumen is proposing the following addendum offerings that represent a strategic enhancement to the original service design. The revised solution includes the deployment of four dedicated internet firewalls configured for high availability network redundancy, with two units allocated to each City data center and corresponding Lumen redundant network sites. This re-engineered network architecture will meet or exceed the performance specifications of the original ANS design while providing superior security capabilities. Additionally, Lumen will double the current internet bandwidth allocation to support the City's growing connectivity demands. As part of this enhanced service offering, the unrealized and uninstalled IPVPN and ANS services from the previous proposal will be formally cancelled and removed from the contract scope. Due to unforeseen deployment delays that provided an opportunity for technical reassessment, both parties agree that this modernized technology approach represents the optimal solution for the City of Santa Fe's long-term network infrastructure requirements. This addendum ensures the City receives a more robust, scalable, and security-focused network solution that better positions the organization for future technological advancement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Other Department Services/ 620

Munis Org Name/Number: ITT Infrastructure Services/ 6203650

Munis Object Name/Number: Communication Services/ 514100

Budget Officer / Designee: Andy Hopkins **Date:** 07/02/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

General Services Administration Federal Supply Contract# 47QTCA20D0077

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/02/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (Jun 30, 2025 12:28 MDT) **Title: ITT Department Director 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:

Addendum to Customer Order
Order Addendum
General Services Administration Federal Supply Item #24-0643 Contract# 47QTCA20D0077
Certificate of Insurance
W9

This **ADDENDUM TO CUSTOMER ORDER(S)** ("Addendum") is entered into as of the last date of signature below (the "Addendum Effective Date"), by and between **Lumen Technologies Government Solutions, Inc.** ("Lumen") and **City of Santa Fe – NM** ("Customer"), and modifies the Customer Order(s) with Document and/or Order Number(s) **DOC-0001533936** (the "Customer Order(s)"), copies of which are attached hereto following EXHIBIT. A Lumen and Customer may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS the Parties wish to modify the Customer Order(s) to incorporate revised terms applicable to the same.

NOW THEREFORE, the Parties agree to modify the Customer Order in the following limited respects:

1. **Order Submittal.** Contemporaneously with the execution of this A, Customer Addendum shall execute and deliver the Customer Order to Lumen.

2. **Section 4**. The Parties acknowledge and agree that Section 4 of the Order terms and conditions is replaced with the following:

"4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The Service identified in this Order shall be governed by and subject to the contract number **47QTCA20D0077** between GSA and Lumen Technologies Government Solutions, Inc. Customer agrees to the terms and conditions set forth in the Schedule 70 contract between Lumen Technologies Government Solutions, Inc. and GSA and hereby confirms that it will follow the cooperative purchasing requirements set out by GSA. The service level agreement(s) for the Service(s) contained in this Order are subject to Lumen's standard Service Schedule(s) (as of the date of this Order), a copy of which are available upon request. Services contained within this Order that are not contained on the Schedule 70 contract shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Lumen and Customer for those Service(s) not contained on the Schedule 70 contract applicable to such Service(s). The applicable agreement may be between Customer and Lumen's affiliate if expressly provided for under such affiliate Master Service Agreement. If Customer has not executed a Master Services Agreement with Lumen but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Lumen Service Schedule applicable to the Services shall apply. In the event that Lumen and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Lumen's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Lumen contracting party shall be the Lumen entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Lumen's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Lumen's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Lumen. "Affiliate Agreement" for CenturyLink Communications. LLC d/b/a Lumen Technologies Group ("Lumen") or any companies that were affiliates of Lumen before the merger between CenturyLink, Inc. and Level 3 Communications, Inc. means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a Lumen Affiliate Agreement, (a) Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, Customer shall pay Lumen's standard early termination liability charges as identified in Lumen's ancillary charge summary, a copy of which is available upon request."

3. **Services Purchased Open Market –** Any Services purchased outside of the GSA schedule referenced above are subject to the current Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, (each, a "Lumen MSA"), and the applicable Service Attachment(s) for the Services described in the Customer Order.

4. **Limitation**. This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to Lumen in the future.

These terms and conditions have been read, are understood, and are hereby accepted as of the Addendum Effective Date.

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LUMEN TECHNOLOGY GOVERNMENT SOLUTIONS, INC. ("Lumen")	**City of Santa Fe – NM** **("Customer)**
By: Alex Khanin Alex Khanin (Apr 3, 2025 08:05 MDT)	By:
Name: Alex Khanin	Name:
Title: Manager Offer Management	Title:
Date: Apr 3, 2025	Date:

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IN WITNESS WHEREOF, the City of Santa Fe has executed this Agreement/Addendum as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

LUMEN SASE SOLUTIONS SERVICE SCHEDULE

1. General. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Service Schedule. This Service Schedule applies when Customer orders Lumen SASE Solutions ("SASE Service") which may be designated as "Lumen Secure Access Service Edge", "Lumen Secure Access Solutions Edge", "Lumen Secure Access Software Edge", "Lumen SASE", "Lumen SASE with Fortinet", "Lumen SASE with VMware", or "Lumen SASE with Versa" in the Customer Order, pricing attachment, Order acceptance, service delivery, billing and related documents. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement pursuant to which Lumen provides services to Customer (the "Agreement"). Terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Service Schedule, this Service Schedule will control with respect to the Services.

1.1 Additional General Terms. These additional terms apply only if they are not already included in your Agreement. Customer expressly agrees that Lumen may use third party suppliers to provide the Service, provided that Lumen remains responsible to Customer. If changes in applicable law, regulation, rule, or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Service Schedule. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery cost on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 SASE Service Description. SASE Service is a portfolio of WAN and security solutions: Software Defined WAN (SDWAN), Security as Next Generation Firewall (NGFW), Secure Web Gateway (SWG), and Remote Access/Zero Trust Network Access (ZTNA). SASE Service utilizes a management portal and software deployed on a Lumen-provided customer premise equipment ("CPE"), into a Lumen Edge Gateway Service, or into a cloud environment (collectively "SASE Node"). If Customer orders SASE Service provisioned through a Lumen Hosted Gateway, the Lumen Hosted Gateway will include one SDWAN instance and one NGFW or SWG instance. Except for Lumen Hosted Gateway, SASE Service is available in a single or high availability configuration. SASE Service is offered as a Self-Managed or Pro-Managed service. SASE Service is further defined in the Lumen SASE Solutions Service Guide located at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and subject to change upon posting.

2.2 Service Levels. SASE Service is subject to the Lumen Service Level Agreement available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html and is subject to change upon posting. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 Charges. Notwithstanding anything in the Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) a confirmation notice ("Order Confirmation Notice"). Lumen will send Customer a confirmation notice when the CPE arrives at Customer's service location ("Delivery Confirmation Notice"). The Service Term and Billing will begin on the date Lumen sends the Delivery Confirmation Notice ("Service Commencement Date"). Lumen will bill for any On-Site Installation work when the installation is complete. Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") as set forth in the Order in accordance with the Agreement. Customer agrees to pay and/or reimburse Lumen for its additional time for fees, costs and expenses resulting from Customer's failure to comply with this Service Schedule and/or Customer's request for changes in Services, unless such change is due to an act or omission of Lumen. In the event that Customer terminates the SASE Service prior to the end of the Service Term, Customer must provide Lumen with 60 days' advanced written notice and Customer will pay: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs undertaken by Lumen to provide Service.

Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether

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Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

3.2 SASE Specific Responsibilities. Customer is responsible for providing design specifications and technical data such as WAN circuit information to deploy the Service. Customer is solely responsible for all equipment, software, and other facilities used with the Service which are not provided by Lumen. Customer is responsible for scheduling Lumen support resources regardless of service management support level. Resource scheduling is available to Customer in the management portal.

Unless Customer purchases On-Site Installation, Customer is responsible for installation. If Customer purchases On-Site Installation, Customer will schedule the installation in the management portal and ensure Lumen and its representatives have access to Customer sites for installation as scheduled, including obtaining all landlord approvals or letters of agency. Customer will timely perform all inside wiring, outside plant, work, cabling, openings, connections, and/or building alterations and provide standard AC power within 5 feet of the installation location to enable delivery of the Service and CPE. Customer will provide adequate wallboard or rackmount space for the CPE to be installed. Customer will remove any existing CPE or equipment.

If Customer orders Self-Managed service, Customer is resonsible for activating the SASE Service in the management portal. If Customer orders Pro-Managed service, Customer must schedule activation by a Lumen engineer in the management portal.

Customer may not resell the Services and may use the Services only within Customer's sites. Lumen may provide Customer with guidelines for Customer's network minimum system requirements, environmental requirements, compatibility, and other information necessary to use the SASE Service. If Lumen determines that SASE Service is not available at a particular location or if the Customer's environment or network does not meet the specifications needed to use the SASE Service, Lumen has no obligation to provide Service at that location. Move or relocation of SASE service requires the Customer to submit and receive approval from Lumen. Customer must provide Lumen with 30 days notice before any move or relocation of SASE Service. If Customer fails to so notify Lumen, Customer will not be entitled to any service level credits for any service deficiencies that occur as a result of the move or relocation of SASE Service.

3.3 Use Restrictions. Customer will not use Service: (i) for fraudulent, abusive, or unlawful purposes or in any other unauthorized or attempted unauthorized manner, including unauthorized or attempted unauthorized access to, or alteration, or abuse of, information; (ii) in any manner that causes interference with Lumen's or another's use of the Lumen-provided network or infrastructure. Customer will cooperate promptly with Lumen to prevent third parties from gaining unauthorized access to the Services, including via Customer's facilities, if applicable; or (iii) in violation of Lumen's Acceptable Use Policy. Customer will ensure that all Customer data stored, transmitted, or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption.

3.4 CPE Return or Replacement. Lumen will provide Customer with instructions on return of CPE. Customer will either (i) deliver CPE to Lumen or its supplier or (ii) provide Lumen or its supplier reasonable access to Customer's premises to retrieve the CPE. CPE must be in the same condition it was on delivery to Customer, normal wear and tear excepted. If the return instructions provided to Customer state that Customer must deliver CPE to Lumen, Customer must give Lumen written notice of such return. If CPE is not delivered to Lumen within 30 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and Lumen may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"). If the return instructions provided to Customer state that Lumen or its supplier will retrieve the CPE and Customer fails to provide Lumen with reasonable access to Customer's premises within ten (10) calendar days of termination, Lumen may continue to charge for the SASE Service. Where CPE is replaced due to loss or damage (for example, damage from accident, misuse, or abuse), Customer will pay: (i) the Replacement Cost for the damaged CPE, and (ii) a one-time charge to cover Lumen's cost to ship the new CPE. Customer is responsible for any claim for reimbursement from its insurance carrier. Replacement CPE may or may not be the same model, but will provide equivalent functionality in either case.

3.5 Privacy/Data Protection. Customer acknowledges that the Service enables the collection, access, use, storage and sharing of Customer traffic, which may include personal information and usage data, and that Lumen and its underlying vendor may have access to such information in connection with providing and managing the Services. Customer authorizes Lumen and its underlying vendor to collect, access, use, store and share such information for purposes of providing the Services and as otherwise described in this Service Schedule and any applicable end user agreement. Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including, but not limited to: (a) all privacy and data protection laws and regulations, including those applicable to personally identifiable information, Customer traffic, or other sensitive information collected, stored, accessed, processed, or transmitted by Customer or its end users and those relating to the encryption of data; and (b) providing notice to, and obtaining any necessary consents from employees, end users, contractors, or other users that the Customer traffic and their content or personal information may be transferred internationally and accessed, collected, processed and stored by Lumen or its underlying vendor in accordance with this Service Schedule and any applicable end user agreement.

In addition, Customer consents to Lumen's processing and use of Customer traffic and personal information solely in connection with its performance of the Services, including any applicable monitoring. Customer is solely responsible for properly configuring and using the Service and taking its own steps to maintain appropriate security, protection and backup (if applicable) of any information, data or content, which may include the use of encryption technology to protect such information, data or content from unauthorized access or use while in transit and at rest. Given that Customer can provision and configure the Services and the Customer environment in ways that may reduce its security, notwithstanding anything else to the contrary in the Agreement, Customer acknowledges that it and not Lumen will be responsible for whether the Services and Customer environment are configured in a secure manner.

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3.6 Data Compilation. Customer authorizes Lumen or its underlying vendor to use inspection and monitoring methods to collect, gather and compile security event log and similar operational data to look at trends, real or potential threats, and in order to provide and improve Service. Lumen may compile or otherwise combine this security event log data with similar data of other customers so long as such data is compiled, combined and/or anonymized in a manner that will not in any way reveal the data as being attributable to Customer. Aggregated data may be used to market and communicate to customers or shared to assist in mitigating suspected cyber security incidences. Customer specific event log data will not be shared without Customer's consent unless otherwise required by law. Lumen may retain event log data for as long as necessary or useful for its uses consistent with this Service Schedule. Lumen has no obligation to provide log data to Customer.

3.7 Customer's Security Policies. Customer is responsible for Customer's own network security policy and security response procedures. Customer acknowledges that Lumen will implement security policies as reasonably directed by the Customer and, accordingly, that Customer maintains overall responsibility for maintaining the security of Customer's network and computer systems. Lumen makes no guarantee that the Services under this Service Schedule will be invulnerable to malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. LUMEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED THAT CONTENT WILL BE BLOCKED OR ALLOWED IN ACCORDANCE WITH CUSTOMER'S POLICIES OR THAT THE SERVICES WILL RENDER CUSTOMER'S NETWORK AND COMPUTER SYSTEMS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. LUMEN MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED. If any equipment or software not provided by Lumen impairs Customer's use of any Service, Customer will nonetheless be liable for payment for all Services provided by Lumen. Furthermore, Customer understands and agrees that as a consequence of the operation of the service, Lumen makes no warranty, guarantee, or representation, express or implied, that all legitimate communications will be received by Customer. Customer will ensure that its systems and networks will have up-to-date security controls and patches and that its systems and networks that connect with those included with SASE Service, or that use common network features, have appropriate security controls. Customer agrees to notify Lumen in advance of any network changes or activities that could impact Service or reasonably interfere with the monitoring of the Service, such as planned outages, configuration changes, maintenance, or systems changes.

3.8 Customer Technical Contacts. Customer will designate one primary and up to two additional Customer technical contacts and provide email and telephone contact details for each contact (the "Customer Technical Contacts"). Customer will ensure Customer Technical Contacts and all associated details are accurate and current at all times and that at least one Customer Technical Contact is reachable 24/7. Lumen will only accept, discuss, or make changes to the Service with the registered Customer Technical Contacts or via the management portal. Requests for changes to the list of Customer Technical Contacts must be made by an existing Customer Technical Contact.

3.9 Lumen Provided IP Addresses and Domain Names. If Lumen assigns Customer an IP address as part of the provision of Service, the IP address will (to the extent permitted by law) revert to Lumen after termination of the applicable Order for any reason whatsoever, and Customer will cease using the IP address. At any time after termination, Lumen may re-assign the IP address to another user. If Lumen obtains a domain name for Customer (which may be required in some jurisdictions), Customer will be the sole owner. Customer will be solely responsible for: (i) paying any associated fees (including renewal fees); (ii) complying with legal, technical, administrative, billing or other requirements imposed by the relevant domain name registration authority; and (iii) modifying the domain name if Customer changes service providers. Customer will defend Lumen from any claims arising from Customer's use of domain names (including claims for intellectual property infringement) and pay for any resulting damages or settlement costs.

3.10 Third Party Software. Customer acknowledges and agrees that it is solely responsible for selecting and ensuring that Customer provided software and systems, including third party software, is up to date and supportable. Customer's failure to do so may result in Lumen's inability to provide the Services and Lumen will have no liability therefrom, including for missed Service Levels.

3.11 Lumen Provided Software. If any third-party software, or agent including any corresponding documentation, is required in connection with the Service, Customer agrees to use third party software strictly in accordance with all applicable licensing terms and conditions, including any click to accept terms required as part of the download/install process. Customer agrees to update software to minimum version per Lumen guidelines.

3.12 Ownership. For the SASE Service, no license is conveyed nor is any right, title, or interest in any intellectual property or other proprietary right transferred to Customer. Lumen's intellectual property and proprietary rights include any skills, know-how, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, disassemble, decompile, reproduce, or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, software, or technology of the other party, its licensors, or suppliers. The software and all copyrights, patent rights, and all intellectual property rights related thereto are the sole and exclusive property of Lumen or its licensors. Customer is hereby provided a non-exclusive, limited, non-transferrable, personal, revocable (at Lumen's sole discretion), non-sublicenseable, non-assignable right to access and/or use the software solely in association with the Service; provided, however, Customer will not remove any disclaimers, copyright attribution statements or the like from the software and any breach of the foregoing will automatically result in termination of any license granted in this Service Schedule. Export restrictions must be followed for encryption technology. End user licenses cannot be transferred. Customer has the right to use the software until the expiration or termination of the applicable Service Term.

CPE is the personal property of Lumen or its supplier. Notwithstanding that, the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided in this Service Schedule and will hold the CPE subject and subordinate to the rights of Lumen or its supplier. Customer will: (a) not attempt to sell,

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transfer, or otherwise dispose of CPE, (b) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; (c) at all times, keep the CPE at the Customer's site(s) and reasonable free from movement, external vibration or collision; (d) not to cause the CPE to be repaired, serviced or otherwise attended to except by an authorized representative of Lumen or its supplier; and (e) make no alterations or affix any additions or attachments to the CPE, except as approved by Lumen in writing.

Customer will not remove, alter, or destroy any words or labels on the CPE and will allow Lumen or its supplier to inspect the CPE at any time. Customer must use not less than a reasonable standard of care to store and protect CPE and will be responsible for providing a safe and secure environment for the equipment in accordance with Lumen's specifications. Customer agrees to: (i) not alter or disconnect CPE and (ii) notify Lumen as soon as Customer is aware of any circumstances that may adversely affect the CPE or its operation. As between Lumen and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction, or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to Lumen or its supplier. Customer agrees to advise Lumen in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay Lumen any amounts due under this Service Schedule. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

3.13 Insurance. Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required under this Service Schedule. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state or country where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance. If local and/or regional laws stipulate higher values than those defined in this Service Schedule, then Customer must comply with the applicable higher value as required by law.

(a) Commercial General Liability with limits not less than $1,000,000 (USD) or local currency equivalent per occurrence and aggregate.

(b) "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including Lumen or a third party provider designated by Lumen, as loss payee as their interests may appear.

Lumen, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees, and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by Lumen, subject to any and all indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to Lumen evidence of the insurance required in this Service Schedule.

3.14 Residential Use. SASE Service may be deployed at an end user's residential address ("Residential Use"). Customer understands that such Residential Use is an extension of Customer's SASE Service and Customer is still responsible for compliance with the terms of this Service Schedule and the Agreement. Customer acknowledges and agrees that even if Service utilizes the end user's residential internet connection, the Service is solely intended to enable remote connections between Customer corporate networks and Customer-authorized, work-related devices. Customer further acknowledges and agrees that improper installation or configuration by its end users of personal devices to the Service could potentially result in exposure of personal material, content, or traffic for such personal devices to Customer, Lumen and its underlying vendors in the course of configuring, providing and supporting the Service. Notwithstanding anything else in the Agreement to the contrary, Customer will: (i) provide all required and appropriate disclosures to its users of the Service and obtain all required and appropriate voluntary and fully informed consents; (ii) clearly and effectively communicate to its users that the Service is only intended for remote working purposes, only authorized, work related devices may be connected to the Service, and the risks associated with the connection of any personal device to the Service; (iii) in the event Customer discovers that a personal or any other unauthorized, non-work related device has accessed the Service, take immediate steps to suspend or disable such access or device and not use such access to view, monitor, collect, or store any content, data, or usage from such device; and (iv) implement and maintain appropriate access controls to its corporate network such that only authorized employees and contractors with current login credentials may access the Service using only authorized devices. Customer will defend Lumen from any claims arising from Customer's breach of an obligation in this Section and pay for any resulting damages or settlement costs.

3.15 Firewalls and devices, including any software on such devices, will be maintained and serviced only by or at the specific direction of Lumen. Customer will not (and will not permit any third party to) use, combine, modify, open, move, service (or attempt to service) or in any way interfere with a firewalls or other equipment or software provided by Lumen except as expressly permitted in writing by Lumen.

3.16 Lumen reserves the right to modify any features or functionalities of the Service upon 90 days' prior notice to Customer. In the event that such modification materially or detrimentally affects the features or functionality of the Service, then Customer, as its sole remedy, may notify Lumen of such impact and if Lumen cannot remedy within 30 days, then Customer may cancel the affected Service without termination liability with 60 days' advanced written notice. Additionally, in such case, Lumen will notify Customer via e-mail of termination of the affected Service and Customer will not be billed for the terminated Service. Where Lumen procures services from third parties, and to the extent that those third parties have the right to change the terms and conditions upon which such access is provided, including but not limited to the right to terminate the service and/or to modify rates or charges, notwithstanding anything to the contrary in the Agreement, Lumen expressly reserves the right to make corresponding changes with Customer for such services. Lumen will provide Customer with as much advanced notice as is reasonable, given the notification provided to Lumen from such third-party provider. In the event of a termination, Lumen and Customer will work together in good faith to agree upon and expediently procure another type of service.

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3.17 Management Portal. Customer is responsible for maintaining the confidentiality of and protecting access to all usernames and passwords it creates or assigns (collectively, "Credentials") and assigning appropriate user roles to its authorized users. Customer is solely responsible for all activities that occur under the Credentials, including access to content. Customer agrees to notify Lumen promptly of any actual or suspected unauthorized use of any Credentials. Lumen reserves the right to terminate upon notice any Credentials that Lumen reasonably determines may have been accessed or used by an unauthorized third party. Customer's primary Customer Security Contact will be given access to the management portal in order to facilitate access to reports regarding the Service and as the primary portal administrator. All information received by the Customer from Lumen through the management portal's security areas is deemed "Confidential", is solely for Customer's internal use and may not be re-distributed, resold or otherwise transmitted outside of Customer's organization.

3.18 Chronic Problems. "Chronic Problem" means a continuing error, conflict, trouble report, or similar issue (individual or collective) caused by the Customer that affects performance of the Service. Customer will resolve any Chronic Problem by taking whatever steps are deemed necessary to rectify the issue, including, but not limited to: (i) removing or modifying the existing Service configuration; or (ii) making network changes in order to adhere to Lumen's guidelines. Lumen may suspend or terminate the Service if Customer has not remedied the Chronic Problem within 30 days of request by Lumen.

4. Additional Service Limitatons and Disclaimers.

4.1 Disclaimer. Neither Lumen or its subcontractors will be liable for any damages or liabilities however classified including third party claims which Customer or third parties may incur as a result of: (i) non-compliance with any standards which apply to Customer; and/or (ii) reliance upon (or implementation of recommendations from) results or reports related to the Services; or (iii) loss or corruption of data or information transmitted through the Service. Notwithstanding anything to the contrary in any Agreement, Lumen provides no indemnities or warranties on the Services.

4.2 Direct Damages. Except for the payment and indemnification obligations of Customer and subject to the Damages Limitations provision in the Agreement or similar waiver of consequential damages provision, the total aggregate liability of each party arising from or related to this Service Schedule will not exceed the total MRCs, NRCs, and usage charges paid or payable to Lumen for the affected Services under this Service Schedule in the six months immediately preceding the first event giving rise to the cause of action ("Damage Cap"). With respect to any Service provided to Customer under this Service Schedule that is provided for Customer's convenience at no charge, Lumen will not be responsible or liable for any damages whatsoever and Customer's sole liability as it is related to Services provided at no charge is to terminate the affected Service.

4.3 Additional Disclaimers. LUMEN DOES NOT REPRESENT OR WARRANT THAT THE SERVICE AND ANY SOFTWARE IS NON-INFRINGING, OR THAT IT WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, FREE FROM ERROR, THAT ANY DOCUMENTATION OR MATERIALS ARE COMPLETE OR THAT THE SERVICE OR SOFTWARE WILL MEET OR SUPPORT CUSTOMER'S BUSINESS REQUIREMENTS.

Updated: November 10, 2023

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EXHIBIT A

THE CUSTOMER ORDER

[SEE ATTACHED]

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LUMEN®

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): $15,077.00
Non Recurring Charges (NRC): 0

Description	ID
CAT	L377635
CAT	L378631

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**SASE Nodes - On Premises**	New	36	1					USA
	SASE SD-WAN - Fortinet-X-Large-1800F-Pro managed			1	$432.00	$0.00	$432.00	$0.00	USA
	SASE NGFW - Fortinet-X-Large-1800F-Pro managed			1	$1,635.00	$0.00	$1,635.00	$0.00	USA
	CPE Rental - Fortinet - X-Large - 1800F - Pro managed			1	$1,187.00	$0.00	$1,187.00	$0.00	USA
	Installation - On Site			1		$0.00		$0.00	USA
	Subtotal						**$3,254.00**	**$0.00**	
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**Dedicated Internet Access**	New	36	1					USA
	- Delivery to the MPoE - Building Extension to customer suite NOT included								
	Access - On Net	New	36	1			$357.00	$0.00	USA
	- Bandwidth = 10 Gig LanWave								
	IP Port			1	$0.00	$0.00	$0.00	$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	IP Logical - Billing Method=Flat Rate - Peak Data Rate = 2000 Mbps			1	$890.00	$0.00	$890.00	$0.00	USA
	Subtotal						**$1,247.00**	**$0.00**	
715 ALTA VISTA ST SANTA FE NEW MEXICO 87505 4108 UNITED STATES	**SASE Profile**	New	36	1					USA
	SASE ZTNA-Fortinet-Pro managed-Users 750			750					USA
	SASE Remote Users			750	$8.10	$0.00	$6,075.00	$0.00	USA
	Subtotal						**$6,075.00**	**$0.00**	
715 ALTA VISTA ST SANTA FE NEW MEXICO 87505 4108 UNITED STATES	**SASE Nodes - On Premises**	New	36	1					USA
	SASE SD-WAN - Fortinet-X-Large-1800F-Pro managed			1	$432.00	$0.00	$432.00	$0.00	USA
	SASE NGFW - Fortinet-X-Large-1800F-Pro managed			1	$1,635.00	$0.00	$1,635.00	$0.00	USA
	CPE Rental - Fortinet - X-Large - 1800F - Pro managed			1	$1,187.00	$0.00	$1,187.00	$0.00	USA
	Installation - On Site			1		$0.00		$0.00	USA
	Subtotal						**$3,254.00**	**$0.00**	
715 ALTA VISTA ST SANTA FE NEW MEXICO 87505 4108 UNITED STATES	**Dedicated Internet Access** - Delivery to the MPoE - Building Extension to customer suite NOT included	New	36	1					USA
	Access - On Net	New	36	1			$357.00	$0.00	USA

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	Country
	- Bandwidth = 10 Gig LanWave								
	IP Port			1	$0.00	$0.00	$0.00	$0.00	USA
	IP Logical			1	$890.00	$0.00	$890.00	$0.00	USA
	- Billing Method=Flat Rate								
	- Peak Data Rate = 2000 Mbps								
	Subtotal						**$1,247.00**	**$0.00**	
	Totals						**$15,077.00**	**$0.00**	

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1.“Lumen” is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen’s Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the “Service(s)”) is/are subject to the current, unexpired services agreement between Customer and Lumen (“Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement,Services are subject to Lumen’s standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a “Lumen MSA”), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the

affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Terms and Conditions

SASE Solutions Terms and Conditions

The Lumen SASE Solutions Service ("SASE Service" or "Service") identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement, Lumen's current standard Master Service Agreement will govern. In all cases, the current standard Lumen SASE Solutions Schedule will apply. Lumen's current Master Service Agreement and Lumen SASE Solutions Service Schedule are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions and subject to change upon posting. The Lumen entity providing Services is identified on the invoice. SASE Service is also not available to federal government customers. Notwithstanding anything in the Master Service Agreement or elsewhere to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) an Order Confirmation Notice, at which time billing will commence and the Service Term will begin ("Service Commencement Date"). Customer agrees that Lumen's right to bill is not dependent on complete service delivery of all service components, Customer's activation of Service, or Customer's use of the Service. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default after the Service Commencement Date, then Customer will pay: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs undertaken by Lumen to provide Service.

Signature Block

Customer: City of Sante Fe - NM
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 04-02-2025

CofSF- SASE and DIA for POM Pre Signature

Final Audit Report 2025-04-03

Created:	2025-04-02
By:	Daniel Sullivan (dan.sullivan@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFctLnzDQk6fPy8z2zPNZ08OrW3v_gLss

"CofSF- SASE and DIA for POM Pre Signature" History

Document created by Daniel Sullivan (dan.sullivan@lumen.com)
2025-04-02 - 11:03:00 PM GMT- IP address: 155.70.104.119

Document emailed to pomdirectorsignature@lumen.com for signature
2025-04-02 - 11:04:44 PM GMT

Email viewed by pomdirectorsignature@lumen.com
2025-04-03 - 1:37:01 PM GMT- IP address: 155.70.52.169

Signer pomdirectorsignature@lumen.com entered name at signing as Alex Khanin
2025-04-03 - 2:05:43 PM GMT- IP address: 155.70.104.121

Document e-signed by Alex Khanin (pomdirectorsignature@lumen.com)
Signature Date: 2025-04-03 - 2:05:45 PM GMT - Time Source: server- IP address: 155.70.104.121

Agreement completed.
2025-04-03 - 2:05:45 PM GMT

ORDER ADDENDUM

This **ADDENDUM TO CUSTOMER ORDER** ("Addendum") is entered into as of the last date of signature below (the "Addendum Effective Date"), by and between **Lumen Technology Government Solutions, Inc.** ("Lumen") and **City of Santa Fe** ("Customer"), and modifies the Customer Order with **SM10650391/R694949, SM10650373/R694953, R701684/59508228, R573499/58967262** (the "Customer Order"), a copy of which is attached hereto as EXHIBIT A. Lumen and Customer may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS the Parties wish to modify the Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the Parties agree to modify the Customer Order in the following limited respects:

1. **Order Submittal.** Contemporaneously with the execution of this Addendum, Customer shall execute and deliver the Customer Order to Lumen.

2. **Section 4**. The Parties acknowledge and agree that Section 4 in the terms and conditions is replaced with the following:

"4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The Service identified in this Order shall be governed by and subject to the contract number **47QTCA20D0077** between GSA and Qwest Government Services, Inc. Customer agrees to the terms and conditions set forth in the Schedule 70 contract between Qwest Government Services, Inc. and GSA and hereby confirms that it will follow the cooperative purchasing requirements set out by GSA. The service level agreement(s) for the Service(s) contained in this Order are subject to Lumen's standard Service Schedule(s) (as of the date of this Order), a copy of which are available upon request. Services contained within this Order that are not contained on the Schedule 70 contract shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Lumen and Customer for those Service(s) not contained on the Schedule 70 contract applicable to such Service(s). The applicable agreement may be between Customer and Lumen's affiliate if expressly provided for under such affiliate Master Service Agreement. If Customer has not executed a Master Services Agreement with Lumen but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Lumen Service Schedule applicable to the Services shall apply. In the event that Lumen and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Lumen's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Lumen contracting party shall be the Lumen entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Lumen's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Lumen's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Lumen. "Affiliate Agreement" for CenturyLink Communications. LLC d/b/a Lumen Technologies Group ("Lumen") or any companies that were affiliates of Lumen before the merger between CenturyLink, Inc. and Level 3 Communications, Inc. means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a Lumen Affiliate Agreement, (a) Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, Customer shall pay Lumen's standard early termination liability charges as identified in Lumen's ancillary charge summary, a copy of which is available upon request."

3. **Limitation**. This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to Lumen in the future.

These terms and conditions have been read, are understood, and are hereby accepted as of the Addendum Effective Date.

LUMEN TECHNOLOGY GOVERNMENT SOLUTIONS, INC.
("Lumen")

By: Alex Khanin
Alex Khanin (Oct 22, 2024 14:19 MDT)

Name: Alex Khanin

Title: Manager Offer Management

Date: Oct 22, 2024

City of Santa Fe
("Customer")

By:
Alan Webber (Nov 15, 2024 16:03 MST)

Name:

Title:

Date: Nov 15, 2024

OMR# **R701684, R573499, R694949, R694953**

OMR# **R701684, R573499, R694949, R694953**

EXHIBIT A

THE CUSTOMER ORDER

[SEE ATTACHED]

R701684 City of Santa Fe 6.20.24
QC Wave Table for GSA Cover Letter

CAR L341567 **Following prices requires a Minimum Service Period of 36 Months**

Circuit Type	Service Element	Quantity (# of rate ele-ments / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	Term	MRC per Rate Element / Miles	Total MRC	Total NRC
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$1,000.00 Per Optical Channel	$2,000.00	$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$10.00 Per Mile	$560.00	$0.00
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$1,000.00 Per Optical Channel	$2,000.00	$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$10.00 Per Mile	$560.00	$0.00
	Avoidance	1	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	Unprotected	36 Months	$20.00	$20.00	$0.00
							Total	$5,140.00	$0.00

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): $1,449.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Port and Access** - Standard Delivery - To the MPoE (Customer Provided)	New	36	1	$0.00	$0.00	$0.00	$0.00
	Port - 10GIG-E WAVE			1	$0.00	$0.00	$0.00	$0.00
	Transport	New	36	1			$1,000.00	$0.00
	Subtotal						**$1,000.00**	**$0.00**
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Logical Interface (1 Gbps CIR, Flat Rate)** - Class of Service = Single: Premium Plus - Committed Information Rate (CIR) = 1 Gbps	New	36	1	$449.00	$0.00	$449.00	$0.00
	Subtotal						**$449.00**	**$0.00**
	Totals						**$1,449.00**	**$0.00**

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1.“Lumen” is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement,Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen

may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: City of Sante Fe - NM
Signature: Alan Webber (Nov 15, 2024 16:03 MST)
Name: Alan Webber
Title: Mayor
Date: Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-02-2024

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): $1,200.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Port and Access** - Standard Delivery - To the MPoE (Customer Provided)	New	36	1	$0.00	$0.00	$0.00	$0.00
	Port - 1 Gbps			1	$0.00	$0.00	$0.00	$0.00
	Transport	New	36	1			$940.00	$0.00
	Subtotal						**$940.00**	**$0.00**
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Logical Interface (100 Mbps CIR, Flat Rate)** - Class of Service = Single: Premium Plus - Committed Information Rate (CIR) = 100 Mbps	New	36	1	$260.00	$0.00	$260.00	$0.00
	Subtotal						**$260.00**	**$0.00**
	Totals						**$1,200.00**	**$0.00**

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

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Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

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Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer:	**City of Sante Fe - NM**
Signature:	Alan Webber (Nov 15, 2024 16:03 MST)
Name:	Alan Webber
Title:	Mayor
Date:	Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-16-2024

4 STATEMENT OF WORK

SOW CHANGE REQUEST FOR City of Santa Fe – NM
Agreement Pramata ID # 3028478
Quote Number: >>XXXXXX [If Applicable]<<

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request 02 ("SOW Change Request") sets forth the changes to the above identified Statement of Work for the Services concerning the ("Project") executed by Lumen and City of Santa Fe -NM on 03/09/2022 ("SOW") . "Lumen" is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the "Change in Service".

2. CHANGES TO THE DESCRIPTION OF WORK

2.1. Change in Service to Scope:

Lumen will provide an additional 80 hours of Site Infrastructure Services as described in the SOW.

Project Fees

Site Services NRC	Quality of Hours	Per Hour NRC	Total NRC
Block of Hours	80	$229.00	$18,320.00

2.2. Change in Service to Project Timeline: N/A

2.3. Change in Service to Customer Responsibilities : N/A

2.4. Change in Service to Project Assumptions : N/A

2.5 This is a 1 year engagement with a 12 month Term.

3. CHANGES TO CHARGES; SERVICE TERM

3.1. Change in Service to Services Fees:

3.2. Change in Service to Expenses : N/A

3.3. Change in Service to Service Term : N/A

Any pricing quoted within this SOW Change Request is valid until 12/31/2024

4. AUTHORIZATION

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

© Lumen Technologies. All Rights Reserved.

LUMEN	City of Santa Fe - NM
Alex Khanin Alex Khanin (Oct 22, 2024 14:19 MDT)	Alan Webber (Nov 15, 2024 16:03 MST)
Authorized Signature	Authorized Signature
Alex Khanin	Alan Webber
Name Typed or Printed	Name Typed or Printed
Manager Offer Management	Mayor
Title	Title
Oct 22, 2024	Nov 15, 2024
Date	Date

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CSS.v1.030321

IN WITNESS WHEREOF, the parties have agreed to this Amendment/Addendum as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 16:03 MST)

ALAN WEBBER, MAYOR

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 16:05 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 11/13/24

CITY ATTORNEY'S OFFICE:

Oct 21, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

ITEM #24-0643

General Services Administration Federal Supply

Authorized Federal Supply Service
Information Technology Schedule Price List
General Purpose Commercial Information Technology Equipment, Software and Services

Contract Number: 47QTCA20D0077.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA https://www.gsaadvantage.gov/advantage/main/start_page.do

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Confidential / Distribution restricted to Lumen Employees and Contractors under NDA

Approved Multiple Award Schedule (MAS) Special Item Numbers (SINs)

MAS SIN 33411 Purchase of New Electronic Equipment

MAS SIN 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

MAS SIN 511210 Software Licenses

MAS SIN 518210C Cloud and Cloud-Related IT Professional Services

MAS SIN 611420 Information Technology Training

MAS SIN 54151S Information Technology Professional Services

MAS SIN 54151ECOM Electronic Commerce and Subscription Services

MAS SIN ANCILLARY Supplies and Services

Contract Number: 47QTCA20D0077
Period Covered by Contract: March 12, 2020, through March 11, 2025

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov

Pricelist current through Modification Mod 107, 9/19/2024

Lumen Technologies Government Solutions, Inc.

4250 N. Fairfax Drive
Arlington, VA 22203

www.lumen.com
Contact: Shelley Rohleder
Senior Program Operations Manager
Email : Shelley.A.Rohleder@lumen.com
Phone : 913-312-2702
Fax : 703-363-3378

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA *Advantage!* System. Agencies can browse GSA https://www.gsaadvantage.gov/advantage/main/start_page.do

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

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1.0 CUSTOMER INFORMATION

1a. Awarded MAS SINs

MAS SIN 33411 PURCHASE OF NEW EQUIPMENT

FSC Class 5805 – TELEPHONE AND TELEGRAPH EQUIPMENT Audio and Video Teleconferencing Equipment

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under MAS SIN 33411 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.

MAS SIN 811212 MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS

(FPDS Code J070 – Maintenance and Repair Service) (Repair Parts/Spare Parts – See FSC Class for basic equipment): Maintenance, Repair Service, Repair Parts/Spare Parts

MAS SIN 511210 SOFTWARE LICENSES

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message-based products, Internet software, database management programs, and other software. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge process includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

MAS SIN 518210C CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES—SUBJECT TO COOPERATIVE PURCHASING

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services.

MAS SIN 611420 TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

(FPDS Code U012)

MAS SIN 54151S INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301: IT Facility Operation and Maintenance
FPDS Code D307: Automated Information Systems Design and Integration Services

NOTE 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

NOTE 2: Offerors and Agencies are advised that the Group 70—Information Technology Schedule is not to be used to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architecture, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

NOTE 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

MAS SIN 54151ECOM ELECTRONIC COMMERCE (EC) ANS SUBSCRIPTION SERVICES

FPDS Code D304: Value Added Network Services (VANs)
FPDS Code D304: E-Mail Services
FPDS Code D304: Internet Access Services

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FPDS Code D399: Other Data Transmission Services, Not Elsewhere Classified—Except "Voice" and Pager Services

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

MAS SIN	Sub SIN	Product Name	Part #	Product Description	Lumen or Supplier	GSA Price with IFF
33411	132-8.5975	**ADTRAN**	1100ALR2101WIF1	ADTRAN—ProStart Remote installation for a blue socket Access Point (1800, 1840, 1920, 1925, 1930, 1935, 2030, 2035). This part number must be purchased in conjunction with either the ProStart Remote Installation for Blue socket vWLAN or the ProStart Remote Installation for Blue socket vWLAN with ProCloud Wi-Fi. Part number includes remote configuration, testing, and turn up support of a BSAP. Includes 14 calendar day labor warranty. ADTRAN ProStart support is delivered during normal business hours, 8 am -5pm site time, Monday through Friday. If you require ProStart Installation support for AP expansion of an existing network, contact prostart@adtran.com for a custom quote.	**ADTRAN**	$9.06
811212	132-12.2633	**Ciena 80M-MCPBA-COM**	**80M-MCPBA-COM**	**MCP BASE SW, COMPREHENSIVE SUPPORT**	Ciena	$1.15
511210	132-32.88	**Ciena S74-LIC-NTK569MU**	**S74-LIC-NTK569MU**	**6500 REL 12.7 SOFTWARE LICENSE**	**Ciena**	**$0.40**
518210C	132-40.136	Cloud Application Manager BYOC	132-40.136	Cloud Application Manager (CAM). Lumen Platform & Bring Your Own Cloud Provider (BYOC). Application Lifecycle Management. Per instance/hour metering. Required: Additional Purchase Lumen Led Cloud Support (LLCS).	Lumen	$0.06
611420	132-50.0012	I&M Atlas Prod IN Ded and SWT Training	1600ATLAS01E	ADTRAN—Installation & Maintenance, Atlas Products Installation Dedicated and Switched Training; 3-day course; Per Person pricing	ADRAN	$1,086.59
54151S	QGSI-PS37	Hardware Specialist	QGSI-PS37	Partner in a team environment or be able to independently install, repair, and perform preventative maintenance, (including upgrades and backups) of computer systems. May resolve hardware, software, network, and application problems.	Lumen	$51.59
54151ECOM	132-52.9387	Voice Features DID Number Assignment and Maintenance	132-52.9387	DID Number Assignment and Maintenance	Lumen	$0.01
Ancillary	132-100.211	Ciena 495-0000-001	495-0000-001	FREIGHT/HANDLING CHARGES	Ciena	$1.15

1c. See Pricing for Details

2. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- The Maximum Order value for the following Multiple Award Schedule (MAS) Special Item Numbers (SINs) is $500,000:
  - MAS SIN 33411—Purchase of Equipment
  - MAS SIN 811212—Maintenance, Repair Service and Repair Parts/Spare Parts
  - MAS SIN 511210—Term Software Licenses
  - MAS SIN 518210C—Cloud Computing Services
  - MAS SIN 54151S—Information Technology (IT) Professional Services
  - MAS SIN 54151ECOM—Electronic Commerce (EC) Services
- The Maximum Order value for the following MAS SIN is $25,000:
  - MAS SIN 611420—Training Courses

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3. Minimum Order

The minimum dollar value of orders to be issued is $100.

4. Geographic Scope of Contract

The Geographic Scope of Contract will be domestic delivery only. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Points of Production

6. Prices Shown Herein are Net (discount deducted)

7. Quantity Discounts

None

8. Prompt Payment Terms

0% - NET 30 days from receipt of invoice or date of acceptance, whichever is later

9a. Government Purchase Cards Below Micro Purchase

Contractors are required to accept the Government purchase card for payments equal to or less than the micro purchase threshold for oral or written delivery orders.

9b. Government Purchase Cards Above Micro Purchase

Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

10. Foreign Items

11a. Time of Delivery

The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
All	30 Days

11b. Expedited Delivery

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11c. Overnight and 2 Day Delivery

The schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. F.O.B. Point(s).

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13a. Ordering address:

Lumen Technologies Government Solutions, Inc.
4250 N. Fairfax Drive
Arlington, VA 22203-1665

The following telephone number can be used by ordering agencies to obtain technical and/or ordering assistance: Shelley Rohleder, 913-213-5299.

13b. Ordering Instructions

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

14. Payment Address:

Lumen Technologies Government Solutions, Inc.
P.O. Box 52187
Phoenix, Arizona 85072-2187

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For this contract, commitments, warranties, and representations includes, in addition to those agreed to for the entire schedule contract:
   (1) Time of delivery/installation quotations for individual orders.
   (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
   (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. Export Packing Charges

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

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24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Numbering System (DUNS) Number: 178617031

26. Contractor has registered with the Central Contractor Registration Database.

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ORDER ADDENDUM

This **ADDENDUM TO CUSTOMER ORDER** ("Addendum") is entered into as of the last date of signature below (the "Addendum Effective Date"), by and between **Lumen Technology Government Solutions, Inc.** ("Lumen") and **City of Santa Fe** ("Customer"), and modifies the Customer Order with **SM10650391/R694949, SM10650373/R694953, R701684/59508228, R573499/58967262** (the "Customer Order"), a copy of which is attached hereto as EXHIBIT A. Lumen and Customer may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS the Parties wish to modify the Customer Order to incorporate revised terms applicable to the same.

NOW THEREFORE, the Parties agree to modify the Customer Order in the following limited respects:

1. **Order Submittal.** Contemporaneously with the execution of this Addendum, Customer shall execute and deliver the Customer Order to Lumen.

2. **Section 4**. The Parties acknowledge and agree that Section 4 in the terms and conditions is replaced with the following:

"4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. The Service identified in this Order shall be governed by and subject to the contract number **47QTCA20D0077** between GSA and Qwest Government Services, Inc. Customer agrees to the terms and conditions set forth in the Schedule 70 contract between Qwest Government Services, Inc. and GSA and hereby confirms that it will follow the cooperative purchasing requirements set out by GSA. The service level agreement(s) for the Service(s) contained in this Order are subject to Lumen's standard Service Schedule(s) (as of the date of this Order), a copy of which are available upon request. Services contained within this Order that are not contained on the Schedule 70 contract shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Lumen and Customer for those Service(s) not contained on the Schedule 70 contract applicable to such Service(s). The applicable agreement may be between Customer and Lumen's affiliate if expressly provided for under such affiliate Master Service Agreement. If Customer has not executed a Master Services Agreement with Lumen but has executed a services agreement (including but not limited to Standard Terms and Conditions) with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Order) provided that in such cases, the current standard Lumen Service Schedule applicable to the Services shall apply. In the event that Lumen and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, (i) Lumen's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Lumen contracting party shall be the Lumen entity invoicing such Services. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Lumen's written delivery of a Customer Commit Date ("CCD") (i.e. the projected installation date) or Lumen's delivery of the requested Service, and, at the end of the Service Term the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Lumen. "Affiliate Agreement" for CenturyLink Communications. LLC d/b/a Lumen Technologies Group ("Lumen") or any companies that were affiliates of Lumen before the merger between CenturyLink, Inc. and Level 3 Communications, Inc. means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a Lumen Affiliate Agreement, (a) Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, Customer shall pay Lumen's standard early termination liability charges as identified in Lumen's ancillary charge summary, a copy of which is available upon request."

3. **Limitation**. This Addendum shall apply to the Customer Order and shall have no applicability to any other Customer Order(s) that Customer may have submitted or may submit to Lumen in the future.

These terms and conditions have been read, are understood, and are hereby accepted as of the Addendum Effective Date.

LUMEN TECHNOLOGY GOVERNMENT SOLUTIONS, INC.
("Lumen")

By: Alex Khanin
Alex Khanin (Oct 22, 2024 14:19 MDT)

Name: Alex Khanin

Title: Manager Offer Management

Date: Oct 22, 2024

City of Santa Fe
("Customer")

By: Alan Webber (Nov 15, 2024 16:03 MST)

Name: _____

Title: _____

Date: Nov 15, 2024

OMR# **R701684, R573499, R694949, R694953**

OMR# **R701684, R573499, R694949, R694953**

EXHIBIT A

THE CUSTOMER ORDER

[SEE ATTACHED]

R701684 City of Santa Fe 6.20.24
QC Wave Table for GSA Cover Letter

CAR L341567 **Following prices requires a Minimum Service Period of 36 Months**

Circuit Type	Service Element	Quantity (# of rate ele-ments / miles)	Originating Location (address, city, state)	Terminating Location (address, city, state)	Design Type	Term	MRC per Rate Element / Miles	Total MRC	Total NRC
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$1,000.00 Per Optical Channel	$2,000.00	$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$10.00 Per Mile	$560.00	$0.00
10 Gbps LAN PHY – Unprotected	Optical Channel	2	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$1,000.00 Per Optical Channel	$2,000.00	$0.00
10 Gbps LAN PHY – Unprotected	Mileage	56	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	10 Gbps LAN PHY – Unprotected	36 Months	$10.00 Per Mile	$560.00	$0.00
	Avoidance	1	715 Alta Vista St, Santa Fe, NM, 87505	123 Central Ave NW, Albuquerque, NM, 87102	Unprotected	36 Months	$20.00	$20.00	$0.00
							Total	$5,140.00	$0.00

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): $1,449.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Port and Access** - Standard Delivery - To the MPoE (Customer Provided)	New	36	1	$0.00	$0.00	$0.00	$0.00
	Port - 10GIG-E WAVE			1	$0.00	$0.00	$0.00	$0.00
	Transport	New	36	1			$1,000.00	$0.00
	Subtotal						**$1,000.00**	**$0.00**
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Logical Interface (1 Gbps CIR, Flat Rate)** - Class of Service = Single: Premium Plus - Committed Information Rate (CIR) = 1 Gbps	New	36	1	$449.00	$0.00	$449.00	$0.00
	Subtotal						**$449.00**	**$0.00**
	Totals						**$1,449.00**	**$0.00**

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1.“Lumen” is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement,Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen

may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

13. Infrastructure Investment and Jobs Act (IIJA) Grant Programs. If Customer participates in an IIJA program, including but not limited to, the Middle Mile Grant, Tribal Connectivity Broadband, and the Broadband Equity Access and Deployment (BEAD) Grant Programs, then Customer cannot pay for Services with funds obtained through the IIJA or other similar grants that would obligate Lumen to provide certain information or perform certain regulatory compliance functions, unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: City of Sante Fe - NM
Signature: Alan Webber (Nov 15, 2024 16:03 MST)
Name: Alan Webber
Title: Mayor
Date: Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-02-2024

Customer Information and Contract Specifications

Customer Name: City of Sante Fe - NM
Account Number: 3-A72803

Currency: USD
Monthly Recurring Charges (MRC): $1,200.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Port and Access** - Standard Delivery - To the MPoE (Customer Provided)	New	36	1	$0.00	$0.00	$0.00	$0.00
	Port - 1 Gbps			1	$0.00	$0.00	$0.00	$0.00
	Transport	New	36	1			$940.00	$0.00
	Subtotal						**$940.00**	**$0.00**
123 CENTRAL AVE NW ALBUQUERQUE NEW MEXICO 87102 3408 UNITED STATES	**IP VPN Logical Interface (100 Mbps CIR, Flat Rate)** - Class of Service = Single: Premium Plus - Committed Information Rate (CIR) = 100 Mbps	New	36	1	$260.00	$0.00	$260.00	$0.00
	Subtotal						**$260.00**	**$0.00**
	Totals						**$1,200.00**	**$0.00**

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1.“Lumen” is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90

calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement,Services are subject to Lumen's standard Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available at https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates or cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in the current standard Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

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may begin charging Customer and Customer will pay such charges.

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10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

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Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer:	**City of Sante Fe - NM**
Signature:	Alan Webber (Nov 15, 2024 16:03 MST)
Name:	Alan Webber
Title:	Mayor
Date:	Nov 15, 2024

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-16-2024

4 STATEMENT OF WORK

SOW CHANGE REQUEST FOR City of Santa Fe – NM
Agreement Pramata ID # 3028478
Quote Number: >>XXXXXX [If Applicable]<<

1. SOW CHANGE REQUEST OVERVIEW

This SOW Change Request 02 ("SOW Change Request") sets forth the changes to the above identified Statement of Work for the Services concerning the ("Project") executed by Lumen and City of Santa Fe -NM on 03/09/2022 ("SOW") . "Lumen" is defined for purposes of this SOW as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or an affiliated entity as identified below. In the event of any inconsistencies between the terms of this or any prior SOW Change Request(s) and the SOW, the terms of this SOW Change Request will govern. Except as modified within this or a prior SOW Change Request, all the terms of the SOW will remain unchanged. Any capitalized term not defined will have the meaning assigned in the SOW or Agreement.

This SOW Change Request encompasses the following amended terms for the Services, which collectively will be defined as the "Change in Service".

2. CHANGES TO THE DESCRIPTION OF WORK

2.1. Change in Service to Scope:

Lumen will provide an additional 80 hours of Site Infrastructure Services as described in the SOW.

Project Fees

Site Services NRC	Quality of Hours	Per Hour NRC	Total NRC
Block of Hours	80	$229.00	$18,320.00

2.2. Change in Service to Project Timeline: N/A

2.3. Change in Service to Customer Responsibilities : N/A

2.4. Change in Service to Project Assumptions : N/A

2.5 This is a 1 year engagement with a 12 month Term.

3. CHANGES TO CHARGES; SERVICE TERM

3.1. Change in Service to Services Fees:

3.2. Change in Service to Expenses : N/A

3.3. Change in Service to Service Term : N/A

Any pricing quoted within this SOW Change Request is valid until 12/31/2024

4. AUTHORIZATION

This SOW Change Request will not become effective until Lumen and Customer have executed the Agreement, applicable Service Attachments, and the initial SOW. This SOW Change Request is effective on the date the last party signs it (the "effective date").

Acknowledged & Agreed:

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LUMEN

Alex Khanin
Alex Khanin (Oct 22, 2024 14:19 MDT)

Authorized Signature

Alex Khanin

Name Typed or Printed

Manager Offer Management

Title

Oct 22, 2024

Date

City of Santa Fe - NM

Alan Webber (Nov 15, 2024 16:03 MST)

Authorized Signature

Alan Webber

Name Typed or Printed

Mayor

Title

Nov 15, 2024

Date

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CSS.v1.030321

IN WITNESS WHEREOF, the parties have agreed to this Amendment/Addendum as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 16:03 MST)

ALAN WEBBER, MAYOR

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 16:05 MST)

ANDREA SALAZAR, CITY CLERK

GB MTG 11/13/24

CITY ATTORNEY'S OFFICE:

Oct 21, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2024

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
MARSH USA LLC.
CA License #0437153
1301 5th Avenue, Suite 1900
Seattle, WA 98101-2682
Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326
CN102197661-STND-ALL-24-25

CONTACT NAME: ....
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Specialty Insurance Co.	37885
INSURER C : Allianz Underwriters Ins Co	36420
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lumen Technologies, Inc.
and all subsidiaries, including but not limited to:
Qwest Corporation; Level 3 Communications, LLC and
CenturyLink Communications, LLC
100 CenturyLink Dr.
Monroe, LA 71203

COVERAGES **CERTIFICATE NUMBER:** SEA-004021401-04 **REVISION NUMBER:** 10

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	RGD500033312	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	3,000,000 500,000 10,000 3,000,000 15,000,000 15,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	RAD500033412 Auto Physical Damage - Self Insured	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	U5Z000023220	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	RWD500032912 (AOS) RWR500033012 (WI) RWE500033112 (WA) RWE500033212 (OH)	09/01/2024 09/01/2024 09/01/2024 09/01/2024	09/01/2025 09/01/2025 09/01/2025 09/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Technology E&O incl. Cyber/Privacy Liability			U5Z000023220	09/01/2024	09/01/2025	Each Claim/Aggregate Retention		10,000,000 5,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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 of Marsh USA LLC

Kathleen J. Stephen

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Dr. Monroe, LA 71203
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

---------- GENERAL LIABILITY ----------

Automatic Additional Insured's Primary Coverage
Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.
Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.
Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) – any person or organization with whom you have entered into a contract or agreement, or by statute, law or code of ordinance. Separation of Insureds Applies. Insurance covers incidents that occur within 50' of railroad property, any railroad exclusions have been deleted per endorsement CG2417.

---------- AUTOMOBILE LIABILITY ----------

Any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinances.
Lessor - Additional Insured and Loss Payee - All Lessors
Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) – Any person or organization with whom you have waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

--------- WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - $1,000,000 RETENTION) ---------

Waiver of Our Right to Recover from others Endorsement – Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

---------- EXCESS/UMBRELLA ----------
Coverage applies per occurrence. Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement. Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies.

---------- COMMERCIAL CRIME - FIDELITY BOND ----------
Carrier: XL Specialty Insurance Company
Policy Number: ELU199086-24
Effective Dates: 09/01/2024 - 09/01/2025
Deductible: $1,000,000
Each Occurrence: $15,000,000

---------- U.S. PROPERTY ----------
Carrier: Allianz Underwriters Insurance Company
Policy Number: U5Z000023220
Effective Dates: 09/01/2024 - 09/01/2025
Limit: $25,000,000
Deductible: $25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.
Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest. Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Other deductibles may apply as per policy terms and conditions.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Qwest Corporation

2 Business name/disregarded entity name, if different from above

dba CenturyLink

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

100 CenturyLink Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Monroe, LA 71203

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	0	2	7	3	8	0	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 1-28-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF SANTA FE

Date: June 25, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Jun 25, 2025 13:49 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM Complete Streets Capital Projects Manager

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ACTION:

Request for the Approval of the Capital Appropriation Project Agreement with the Department of Finance and Administration/Local Government Division for Tierra Contenta Trail Extension in the Total Amount of $300,000 with a Reversion Date of June 30, 2026. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $300,000 from the Grant to Complete Streets Revenue and WIP Design and Construction for the Tierra Contenta Trail Extension.

BACKGROUND AND SUMMARY:
The City is receiving capital appropriation of $300,000 to complete the design and begin construction of Tierra Contenta Trail Extension, Phase B, which includes drainage improvements on Lucia Lane and at Sweeney Elementary School. The appropriation reversion date is June 30, 2026.

The Tierra Contenta Trail Extension is a Safe Route to School project connecting the Sweeney Elementary School and Ortiz Middle School to neighboring communities. This funding was a result of Council District 3 priority for legislative funding in 2022.

FUNDING SOURCE: New Mexico Department of Finance & Administration 22-3019
Munis Org Name/Number: Streets Roadways / 3309980
Munis Object Name/Number: WIP Design – 572960; WIP Construction - 572970
Project ID/String: ST2433004-Design-EngSvs-Construct

ATTACHMENTS:
Capital Appropriation Project Agreement
Budget Amendment Resolution Form
Project Ledger

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Jun 27, 2025 12:33 MDT)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 407, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

22-G3019 $300,000.00 APPROPRIATION REVERSION DATE**: June 30, 2026**

Laws of 2022, Chapter 53, Section 30, Paragraph 407, Three Hundred Thousand Dollars and Zero Cents ($300,000.00), to acquire easements and rights of way and to plan, design and construct the Tierra Contenta trail from Buffalo Grass road to south Meadows road in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and Zero Cents $300,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[23], if applicable, No Dollars and Zero Cents $0.00, which equals Three Hundred Thousand Dollars and Zero Cents $300,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[24] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

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[23] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[24] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

   a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
   b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
   c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
   d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: P.O Box 910 Santa Fe, NM 87505
Email: mayor@santafenm.gov
Telephone: 505-955-6590

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: David Chapman
Title: Grant Administrator
Address: 501 Market ST Santa Fe, NM 87502
Email: dachaoman@ci.santa-fe.nm.us
Telephone: 505-986-6323

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. **Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. **Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. <u>Requests for Additional Information/Project Inspection</u>

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** or the "Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

Department of Finance & Administration, State of New Mexico

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 31, 2024 16:50 MDT)

_____

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (I*f Applicable*): $0

G. Grant Balance: $0

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $0

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 01/28/2025

Project Title: Tierra Contenta Trail Improvements

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: ST2433004
Grant ID: S2420/S2558
Approved By:
Entered By: CMT (Finance Use Only)

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: 6623

Project Date Range: 01/03/2024 to 06/30/2026 ☑ Create Fixed Asset

---

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 22-3019 (EX 20260630) % of Funding: 50%

MUNIS ORG: 3309980 MUNIS OBJ: 490210 Awarded Amount: $300,000

Funding Source: DFA 21-F2902-ST2433004 (EX 20250630) % of Funding: 50%

MUNIS ORG: 3309980 MUNIS OBJ: 490210 Awarded Amount: $300,000

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: WIP Design MUNIS ORG: 3309980 MUNIS OBJ: 572960

Phase: WIP Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

Phase: MUNIS ORG: MUNIS OBJ:

Contract number: Comments/Other: REQUEST TO ADD ADDITIONAL GRANT

GRANTS ONLY: PROJECT NOW HAS TWO DFA GRANTS THRU 6/30/26 NEW TOTAL: 600K

Grantor Name: NMDFA CAP 22-G3019-TIERRA CONTENTA PROJ Awarded Amount: 300000.00

AR Charge Code: 3309980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways CIP	1/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Tierra Contenta Trail	3309980	572960	ST2433004-Design-EngSvs	80,000	
WIP Construction - Tierra Contenta Trail	3309980	572970	ST2433004-Construct	220,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA - Tierra Contenta Trail 22-3019	3309980	490210	ST2433004	(300,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with NM DFA for Tierra Contenta Trail Improvements from Buffalo Grass to S Meadows Road in the amount of $300,000 (22-3019 expires 06/30/2026)

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

Halona Crowe — 1/28/2025
Prepared By *{print name}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Jun 25, 2025 13:49 MDT)
Department Director Signature — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: July 14, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager *RGM*

ACTION:
Request for Approval of a Budget Adjustment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $1,220,000 to FY2026 Revenue and Expenses for the Completion of the Guadalupe Street Reconstruction Project (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The construction of the Guadalupe St. Reconstruction Project has been fully funded to date by a Federal Highway Safety Improvement Program (HSIP) grant for $10M with no City match. The project was a result of the road safety audit conducted in 2014 funded by HSIP – a federal-aid program with a purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The substantial completion date for roadway construction is August 30, 2025.

During the construction, several issues were identified and remedied including archeological assessment of an old stormwater channel and artifacts, replacing failed storm drainpipes, installing missing foundation under sidewalks, replacing leaking water valves, adding irrigation for new landscaping, etc. The cost of this additional scope was approximately $334,000 for design and construction management and $886,000 for construction. This BAR will cover those costs. See table below for a breakdown of the City's share of costs for this project.

HSIP also does not pay for landscaping on roadway projects. Staff is securing quotes for construction of extensive landscaping improvements and will return to Governing Body for another BAR from Roadway Impact Fees for this work, estimated to cost $1,200,000.

Guadalupe Street Reconstruction Project Cost Breakdown (including 8.1875% NMGRT)

PROJECT SCOPE	HSIP FUNDED	CITY FUNDING
Design and ROW Acquisition	$1,000,000	
Construction	$9,075,252	$886,000
Construction Management	$1,301,171	$334,000
Landscape		$1,200,000
Sub-Total	$11,376,423	$2,420,000
	82%	18%
Grand-Total	**$13,796,423**	

The Guadalupe St. Reconstruction Project is included in the Impact Fee Capital Improvement Plan. The Roadway Impact Fee fund balance is approximately $7,000,000 prior to this BAR.

The funding source is: Road Impact Fees
Fund Name/Number: CIP/Fund 232
Munis Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Construction/572970
Munis Revenue Object Name/Number: Roadways/Trails CIP/2320471
Project Ledger Number: ENG103300E

ATTACHMENTS:
BAR

Log # *{Finance use only}* :	
Journal # *{Finance use only}* :	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways CIP	7/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construciton - Guadalupe Street	3309980	572970	ENG103300E	1,220,000	
Capital Transfer to Roadways/Streets CIP	2320471	760330		1,220,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Roadways/Trails CIP Guadalupe Street - Capital Transfer from Impact Fees	3309980	660232		(1,220,000)	
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 1,220,000	$ -

Allocate Impact Fees to Guadalupe Street Improvements Capital Project in the total amount of $1,278,200.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
330	1,220,000
232	(1,220,000)
TOTAL:	**0**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

De Alva Calabaza — 7/14/2025
Prepared By *{print name}* — Date

Division Director Signature — Date

7/15/2025
Department Director Signature — Date

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

_____
ALAN WEBBER, MAYOR

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

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

LESSEE/ASSIGNOR: CHALLENGE NEW MEXICO

carlos Caceres
carlos Caceres (Jul 9, 2025 13:57 MDT)

CARLOS CACERES, EXECUTIVE DIRECTOR

ASSIGNEE: THE LIFE LINK

MICHAEL DEBERNARDI, CEO

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 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mnellist@danielsinsuranceinc.com
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : New Mexico Premier Insurance Com — 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			SVRD37800545003	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CALH0861555A003	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6145.135	11/27/2024	11/27/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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

City of Santa Fe

P.O. 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

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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

Emily K. Oster 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 MIHELSIC, CITY CLERK
GB MTG 07/27/2022

APPROVED AS TO FORM:

Andrea Salazar
Andrea Salazar (May 31, 2022 14:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Alexis Lotero
Alexis Lotero (Jul 28, 2022 16:03 MDT)
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR
Object Org. Code 2122800-460350 AH
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 Gurulé.

Suzanne Gurulé
Notary Public

My commission expires: 7-26-2024

OFFICIAL SEAL
SUZANNE GURULE
Notary Public
State of New Mexico
My Comm. Expires 7-26-24

EXHIBIT "C"

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: _____ Date: 2-15-2022
Challenge New Mexico

SUBTENANT

By: _____ Date: 2/15/2022
High Desert Housing, Inc.

633 & 35 Agua Fria

574384

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

ATTEST: SEAL

_____
FRANCES C. ROMERO, CITY CLERK

THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS

BY: _____
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

_____
JAMES C. McKAY, CITY ATTORNEY

mgr:pag

57439.

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.

Notary Public

My commission expires:
2/4/89

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.

Notary Public

My commission expires:
2/4/89

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 324, page 389 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
By: Virginia Montoya
D

-8-

MA5756

574392

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.
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> 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

MA57561

574093 Item 11-b

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

day of Septemb , 2042, provided, however that in the event that Lessee does not commence construction of group homes for the mentally handicapped citizens within one 574394 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 inprovements, 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 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 Lessees 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 convenants 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 ~~the~~ 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	LESSOR
Mr. Robert Stearns, Executive Director The Santa Assoc. for Retarded Citizens P.O. Box 4044 Santa Fe, NM 87502	City of Santa Fe P.O. Box 909 Santa Fe, NM 87501

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

466359

57 100

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

CITY OF SANTA FE, NEW MEXICO

BY: _____
MAYOR LOUIS R. MONTANO
LESSOR

ATTEST:

_____
CITY CLERK, HELEN TRUJILLO

THE SANTA FE ASSOCIATION FOR RETARDED CITIZENS

BY: _____
EXECUTIVE DIRECTOR
LESSEE

APPROVED AS TO FORM:

_____
FRANK COPPLER, CITY ATTORNEY

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO) 5/9,985
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.

_____ Deputy

574401

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

of a home for the sick and indigent developmentally disabled and handicapped persons.

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

Louis By Montano, Mayor

ATTEST:

Jan H. Lynch, City Clerk

Approved as to form:

Lauren Marble, City Attorney

cbs

Signature:

Email: tjlease@santafenm.gov

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

Email: jcnelson@santafenm.gov

CITY OF SANTA FE

DATE: July 2, 2025

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

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

FROM: Marcella Apodaca, Business Operations Manager

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 Inquiry [CITY OF SANTA FE]

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 GrantsSvcs	Type	Expense	Status	Active
Project		Rollup	CDHSC HumanServicesCNT		
		Sub-Rollup			

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 only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth and Familiy Division	7/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2400122	510400		3,400,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 3,400,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Re-appropriate grant funding from FY2025 to FY2026.

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

Marcella Apodaca — 07/07/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 07/08/2025
Budget Officer — Date

Emily K. Oster — 07/14/2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

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 Montaño **Date:** 05/23/2025

CPO Comment/Exceptions: N/A

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

Item #: 25-0216
Munis Contract #: 3250602.
RFP #: 25131

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:

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

Mayor Alan Webber

CONTRACTOR: Urban Alchemy

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

Lena Miller, CEO

DATE: 05/22/2025

NMBTIN #: 7868634

ATTEST:

ANDREA SALAZAR (Jun 4, 2025 16:36 MDT)

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

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:

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://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

Other relevant links:

- City Plan
    a. https://santafenm.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)	*Potential Offerors*	*March 26 – 27, 2025*	
*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://cityofsantafenmvendors.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**
   - 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.
   - Proposals without a valid certification will not be eligible for local preference consideration.
2. **Evaluation in the Formal RFP Process**
   - **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**
   - Proposals from resident businesses are deemed 6% lower than their submitted bid, provided at least 50% of subcontracted services are performed by resident businesses.
   - Proposals from non-local resident businesses are deemed 3% lower, provided at least 50% of subcontracted services are performed by resident businesses.
4. **Restrictions**
   - Local preferences are not applicable when federal funds are part of the expenditure or anticipated to be used for the contract.

- 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)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

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 =/> $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://naspovaluepoint.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

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

CITY OF SANTA FE
FINANCE

"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 Montaño

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

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 :	

INSURED
Urban Alchemy
PO Box 425509
San Francisco, CA 94142-5509

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	[X] COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS			BRPCLLTAL01150008238601	02/28/2025	02/28/2026	BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
E	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			202460936	09/01/2024	09/01/2025	PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			G72594083003 (1ST)	09/01/2024	09/01/2025	AGGREGATE	$ 2,000,000
	[ ] DED [X] RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		253232001 (OSC)	08/01/2024	08/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

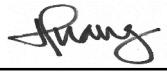
SANTA27

City of Santa Fe
Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

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



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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.

 © Insurance Services Office, Inc., 2018

URGENT Packet_Street Outreach

Final Audit Report 2025-05-23

Created:	2025-05-23
By:	JoAnn Lovato (jdlovato@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAd3NZ_lc2DltCnB84eRJ4T7ze0oH10R4c

"URGENT Packet_Street Outreach" History

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2025-05-23 - 10:41:43 PM GMT- IP address: 104.47.64.254

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Signature:

Email: xivigil@santafenm.gov

25-0216 Urban Alchemy

Final Audit Report 2025-06-04

Created:	2025-06-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHIc7ZbeEkcZE9JMKPG9CZpsncH4iHD7z

"25-0216 Urban Alchemy" History

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Agreement completed.
2025-06-04 - 10:36:41 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: May 30, 2025

To: Governing Body and Finance Committee

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

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:

05/30/2025

Department Director, Henri Hammond-Paul **Date**

Erin McSherry
Erin McSherry (May 30, 2025 13:27 MDT)

05/30/2025

City Attorney, Erin McSherry **Date**

Mark Scott
Mark Scott (May 30, 2025 14:15 MDT)

05/30/2025

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

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By:	Kristy Miera (kamiera@santafenm.gov)
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URBAN ALCHEMY

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
1DAE637009A2493...

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**

Item #: 25-0217
Munis Contract #: 3250623
SWPA/GSA/Coop/RFP/ITB#: __EMERGENCY_____

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:

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

ALAN WEBBER, MAYOR

DATE: 06/17/2025

CONTRACTOR:

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

Dr. Lena Miller, CEO

DATE: 05/30/2025

NMBTIN#: 7868634

City of SF Business License #: _____

ATTEST:

ANDREA SALAZAR (Jun 18, 2025 16:49 MDT)

CITY CLERK

GB MTG 06/03/2025

CITY ATTORNEY'S OFFICE:

Erin McSherry

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

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

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

ACORD

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

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 :	

INSURED
Urban Alchemy
PO Box 425509
San Francisco, CA 94142-5509

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		G74291661003	09/01/2024	09/01/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			BRPCLLTAL01150008238601	02/28/2025	02/28/2026	BODILY INJURY (Per accident)	$
E	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			202460936	09/01/2024	09/01/2025	PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			G72594083003 (1ST)	09/01/2024	09/01/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		253232001 (OSC)	08/01/2024	08/01/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

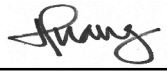
SANTA27

City of Santa Fe
Community Health & Safety
Attn: Henri Hammond-Paul
119 E Marcy St, Ste 101
Santa Fe, NM 87501

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



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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.

 © Insurance Services Office, Inc., 2018

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

Emily K. Oster

_____ 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

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Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

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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:	CBJCHBCAABAAKj_eZXx1ecWBitNoSIwQnyx-96eiU6Z6

"25-0217 Urban Alchemy" History

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2025-06-04 - 9:25:19 PM GMT- IP address: 63.232.20.2

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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

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2025-06-17 - 8:59:21 PM GMT

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2025-06-17 - 9:22:18 PM GMT- IP address: 104.28.111.172

Document e-signed by Alan Webber (amwebber@santafenm.gov)
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Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-06-17 - 9:57:37 PM GMT

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2025-06-17 - 10:48:56 PM GMT- IP address: 76.26.101.206

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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

CITY OF SANTA FE

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: _____

Item#
Munis Contract#_
Original Contract Item# 350019
SWPA/GSA/Coop/RFP/ITB #: RFP# 24081

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:_____

CONTRACTOR:

Korina Lopez
Korina Lopez (Jul 7, 2025 13:31 MDT)
KORINA LOPEZ, EXECUTIVE DIRECTOR

DATE: 07/07/2025
CRS#_____

Registration # _____

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

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_TIeX

"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

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2025-07-07 - 5:43:25 PM GMT

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2025-07-07 - 5:43:43 PM GMT- IP address: 74.125.212.229

Signer korina@interfaithshelltersf.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@interfaithshelltersf.org)
Signature Date: 2025-07-07 - 7:31:56 PM GMT - Time Source: server- IP address: 73.98.96.96

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2025-07-07 - 7:31:58 PM GMT

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2025-07-08 - 3:56:05 PM GMT- IP address: 104.47.65.254

Signer kjhibner@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 (kjhibner@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

Powered by Adobe Acrobat Sign

CONSUELO'S PLACE
Emergency Homeless Shelter

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

INTECOM-09 MMARTINEZ1

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
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		HHN 8532597	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			HHN 8532597	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			HHN 8532597	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		63790.116	11/1/2024	11/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab			HHN 8532597	12/1/2024	12/1/2025	Each Ocurrence	1,000,000
A	Professional Liabili			HHN 8532597	12/1/2024	12/1/2025	Aggregate	2,000,000

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 addtional insurace 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

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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.

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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.

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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

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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.

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(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

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(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

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(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.

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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.

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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:
Page 32 of 37
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 (Jul 15, 2025 18:00 MDT)

Mark Scott, City Manager

Henri Hammon-Paul, CHS Director

CITY OF SANTA FE

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
Julie Sanchez, Director, Youth and Family Services Division

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@santafenm.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	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☒	☐	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☒	☐	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Justin Gonzales	Contracts Administrator	07/19/24
Department Point of Contact	Title	Date
Maria Sanchez-Tucker		07/19/24
Department Director		Date
JoAnn Lovato Montano JoAnn Lovato Montano (Jul 22, 2024 16:03 MDT)		Jul 22, 2024
Chief Procurement Officer		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:
Clerk # _____
Email: _____
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://naspovaluepoint.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

CITY OF SANTA FE

From:	Matt Loehman
To:	MINNICH, CODY J.
Cc:	CANDELARIA MARTINEZ, TONIETTE 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

Item #: 24-0490
Munis Contract #: 3250019
SWPA/GSA/Coop/RFP/ITB#: RFP 24081

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. <u>Standard of Performance; Licenses</u>

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. <u>Compensation</u>

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:

Alan Webber (Aug 2, 2024 16:57 MDT)

ALAN M. WEBBER, MAYOR

DATE: Aug 2, 2024

CONTRACTOR:
INTERFAITH COMMUNITY SHELTER GROUP, INC

Korina Lopez (Jul 18, 2024 18:14 MDT)

KORINA LOPEZ, EXECUTIVE DIRECTOR

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

Emily K. Oster

FINANCE DIRECTOR

INTECOM-09 MMARTINEZ1

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. 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
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		HHN 8532597	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			HHN 8532597	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			HHN 8532597	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		63790.115	11/1/2023	11/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab			HHN 8532597	12/1/2023	12/1/2024	Each Claim	1,000,000
A	Professional Lia			HHN 8532597	12/1/2023	12/1/2024	Aggregate	2,000,000

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

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

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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 TRANSFERRABLE 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

CITY OF SANTA FE

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 (Jul 9, 2025 13:56 MDT)

Via: Melanie Moore, SFCCC Operations Manager

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**

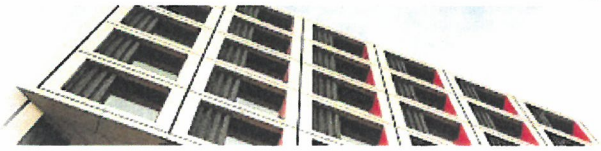
Project Ledger Number: CIV2652001

Approval: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (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 Grundfus 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

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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

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Sensitivity: Confidential

Docusign Envelope ID: 7DF64843-0359-445F-93CE-3FCEBF48D54B

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.

Invoice:
As Requested

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **(505) 490-3152**

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

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

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/2/2024

docusign

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)

Signatures: 1
Initials: 1

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	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	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

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

Invoice:

As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

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

Valerie Power for

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

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 page1. 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

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.

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:

Period End	Report Due
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 subtotaled 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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X TIME ELEMENT POLLUTION LIABILITY X CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			MWZY 317456-25	4/17/2025	4/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG policy aggregate	$10,000,000.00 $1,000,000.00 $10,000.00 $10,000,000.00 $10,000,000.00 $10,000,000.00 $20,000,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY PHYSICAL DAMAGE/SELF INS. APD - Self Insured			MWTB 317455-25	4/17/2025	4/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$10,000,000.00
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	
B B C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		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	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $3,000,000.00 $3,000,000.00 $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

City of Santa Fe
PO Box 909
200 Lincoln Ave
Santa Fe, NM 87504-0909
United States

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
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

Project ID: CIV2652001

Grant ID: N/A

Approved By: ERIKA LUJAN
ERIKA LUJAN (Jul 7, 2025 16:59 MDT)

CT (Finance Use Only)

Department: TOURISM Santa Fe Project Manager: Melanie Moore Ext: 6219

Project Date Range: 7/2025 to 6/30/2026 ☑ Create Fixed Asset

☐ 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

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2025-07-14 - 7:51:10 PM GMT- IP address: 104.47.64.254

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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)
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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

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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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2025-07-14 - 8:09:08 PM GMT

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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

CITY OF SANTA FE

Date: July 14, 2025

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

From: Randy Randall, TSF Executive Director RRandall
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

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
TOURISM Santa Fe	7/9/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
NMTD Co-Op Agreement/Modern Luxury Print	2130521	561850	TOU2621301	9,333	
NMTD Co-Op Agreement/Travel & Adventure Shows	2130521	560700	TOU2621301	34,950	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NMTD Co-Op Agreement FY26	2130521	490300	TOU2621301	(44,283)	
JUSTIFICATION: *(use additional page if needed)* –Attach supporting documentation/memo					$ -

Allocation of Cooperative Agreement with NM Tourism Department in the amunt of $44,283

Place grant funds into FY26

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

Shirley Spencer — 7/9/2025
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

Randy Randall (Jul 11, 2025 11:19 MDT)
Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

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/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@tourism.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

1. 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: _____ Date:
Alan Webber, MAYOR, City of Santa Fe

Attest:

By: _____ Date: _____
Andréa Salazar, City Clerk

City Attorney's Office:

By: Christopher W. Ryan
Christopher W. Ryan (Jul 2, 2025 16:17 MDT) Date: 07/02/2025
Senior Assistant City Attorney

Approved for Finances:

By: _____ Date: _____
Finance Director

ORG/OBJ CODE:

Approved for legal sufficiency:

By: _____ Date: _____
Novela Salazar, General Counsel NMTD

By: _____ Date: _____
Rayline Sebay, CPO, ASD NMTD

By: _____ Date: _____
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

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: _____ Date: _____
Taxation and Revenue Department

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

Project ID: TOU2621301
Grant ID: S2603
Approved By: ERIKA LUJAN
ERIKA LUJAN (JUL 8, 2025 14:35 MDT)
CT (Finance Use Only)

Department: TOURISM Santa Fe Project Manager: Jordan Guenther Ext: 6212

Project Date Range: 7/2025 to 6/30/2026 ☐ Create Fixed Asset

☐ 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 AS

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

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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 [illegible] 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 that 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 that 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
Marcos Martinez (Jul 8, 2025 16:06 MDT)

07/08/2025

Marcos D. Martinez, Senior Assistant City Attorney Date

[County signatures on next page]

SANTA FE COUNTY

_____ _____

Gregory S. Shaffer, Date
Santa Fe County Manager

Approved as to form:

_____

Walker Boyd
Santa Fe County Attorney

MOA 2025 Candidates for Public Finanicing

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 Finanicing" 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)
Signature Date: 2025-07-08 - 10:06:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-08 - 10:06:13 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

FINANCE

DATE: June 30 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Clarence Romero, Treasury Officer CR
CR

VIA: Emily K. Oster, Finance Director EKO
EKO

ITEM AND ISSUE:

Request for approval of a Budget Amendment Resolution (BAR) in the amount of $3,047,327 to cover debt service for the 2021 GRT Refunding Bonds.

BACKGROUND AND SUMMARY:

During each budget season, the Budget Office works with the Treasury Division to budget debt service payments for the upcoming fiscal year's budget. During the FY25 budget process (occurring in late winter to spring of 2024), an error was made in the spreadsheet calculating and compiling these debt payments. Unfortunately the error was not caught until the final FY25 debt service payments were entered in late June of 2025. This BAR will correct that error, and will facilitate the payments via the Capital GRT Fund (365) which has sufficient resources to cover the payments that are normally paid from this fund.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the BAR correcting the debt service budget and associated transfers for FY25.

ATTACHMENTS

BAR form

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department / Treasury Division	6/30/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
GRT Debt Service / Bank Charges & Fees	4000962	561750		491	
GRT Debt Service / Debt Service Principal	4000962	590100		2,066,000	
GRT Debt Service / Debt Service Interest	4000962	590200		221,376	
Capital GRT Fund / Operating Transfer to Debt Service Fund	3650142	750400		2,287,867	
Railyard Operations / Bank Charges & Fees	5156001	561750		87	
Railyard Operations / Debt Service Principal	5156001	590100		689,000	
Railyard Operations / Debt Service Interest	5156001	590200		70,373	
Capital GRT Fund / Operating Transfer to Railyard Fund	3650142	750515		759,460	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
GRT Debt Service / Operating Transfer from Capital GRT Fund	4000962	650365		(2,287,867)	
Railyard Operations / Operating Transfer from Capital GRT Fund	5156001	650365		(759,460)	
				$ 3,047,327	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

FY25 budget correction to cover debt service for 2021 Refunding GRT Bonds that was inadvertently left out of the FY25 budget due to a spreadsheet error. The error was not caught until the June 2025 debt service payments were entered.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(3,047,327)
TOTAL:	**(3,047,327)**

Andy Hopkins — 6/30/2025
Prepared By *{print name}* — Date

N/A
Division Director Signature *{optional}* — Date

Emily K. Oster
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

ALEXIS LOTERO (Jul 7, 2025 11:54 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

The Purchasing Memo

Date: July 24, 2025

To: Governing Body and Finance Committee

From: Erminia M. Tapia, Business Operations Manager

Via: Emily K. Oster, Finance Director Emily K. Oster

Subject: Legal Services Contract for Financial Advisory Services

Vendor Name: Modrall Sperling

Munis Vendor Number: 8391

ITEM AND ISSUE:

Finance Department respectfully requests your review and approval of a Legal Services Contract in the total amount of $289, 266.33 for Financial Advisory Services for a term of four years with Modrall Sperling.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260082

BACKGROUND AND SUMMARY:

If this contract is approved, Modrall Sperling will provide legal services and financial advisory services to the City to support planned debt financing transactions. This includes coordinating and managing the pre-closing of a bond sale in August 2025 to issue $25,000,000 of new general obligation bonds and delivery of funds to the City.

Other services expected to be provided in FY2026 include legal support for the execution of loan and grant agreements for several important Public Utilities Department projects. Planned utility projects include execution of three loan agreements for the Clean Water State Revolving Fund ($114,000,000 Wastewater Utility System Loan, $17,000,000 Water Utility System Loan, and $20,000,000 Environmental Services Division Loan), execution of loan and grant agreements for three Water Projects Fund transactions totaling $15,250,000, and a Drinking Water State Revolving Fund loan agreement for $25,000.

Professional and experienced legal support is essential to ensuring that new debt financing agreements are executed in a manner that is advantageous to the City. Peter Franklin of Modrall Sperling has served as the City's Bond Counsel for many years and has valuable institutional knowledge relating to the City's outstanding debt and past practices relating to debt issuance and management.

The Finance Department respectfully requests approval of a legal services contract with Modrall Sperling for financial advisory services in the total amount of $289,266.33 for a four-year term.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: GENFUND/100

Munis Org Name/Number: TRS Admin/ 1000151

Munis Object Name/Number: Legal Contracts/510200

Amount: $82,000.00

Fund Name/Number: GENFUND/100

Munis Org Name/Number: TRS Admin/ 1000151

Munis Object Name/Number: Professional Contracts/510300

Amount: $26,836.62

Fund Name/Number: WTRMGMNT/505

Munis Org Name/Number: WTR Ops Admin/ 5050381

Munis Object Name/Number: Other Consulting/510340

Amount: $108,305

Fund Name/Number: ENVSVCS/510

Munis Org Name/Number: ESD Ops Admin/ 5000361

Munis Object Name/Number: Other Consulting/510300

Amount: $36,062

Fund Name/Number: WSTWTRMGMNT/500

Munis Org Name/Number: WTR Ops Admin/ 5000361

Munis Object Name/Number: Professional Contracts/510300

Amount: $36,062

Budget Officer / Designee: Andy Hopkins **Date:** 07/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 07/25/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: Exemption Determination/Email
Vendor's Quote
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Legal Services Contract

OSTER, EMILY K.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, July 22, 2025 8:58 AM
To: OSTER, EMILY K.
Cc: TAPIA, ERMINIA M.; Purchasing DET
Subject: RE: Request for determination for legal services - Urgent

Hi Emily,

Here are the service and exempt determinations.

Legal services involving advice, consultation, or representation of the City are exempt under SFCC 1987, Section 11-13(B)(3).

This determination classifies the scope of work as *Professional Services*. It pertains solely to this classification and does not assess whether the scope of work or procurement method complies with all applicable legal standards. I reserve the right to revise this determination should there be any changes to the scope of work from what was originally submitted. The procurement process must adhere to the policies and procedures outlined by the City of Santa Fe, Central Purchasing, the Procurement Manual, and all relevant 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 (vendor # 8673) (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.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the current and appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- 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 13-1-117.1, 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 must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.

- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:
[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: OSTER, EMILY K. <ekoster@santafenm.gov>
Sent: Monday, July 21, 2025 5:06 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: TAPIA, ERMINIA M. <emtapia@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Request for determination for legal services - Urgent

Hi Purchasing team,

I am requesting a determination for the following scope of work for legal services. This request is urgent as I am trying to get a contract prepared to go to Finance Committee and Governing Body next week.

Thank you in advance for your help!

1. **Scope of Work.** The Contractor shall perform the following work:

A. Prepare and deliver to the City the financing timetable, all bond resolutions and bond sale resolutions necessary to the issuance of the bonds, as well as all proceedings, transcripts and minutes that are required to be adopted by the City.

B. Prepare information for and participate in presentations to rating agencies and prospective bond purchasers as required by the City and attend all meetings of the City Council at the time of the sale and closings, and additional meetings as required by the City.

C. Collaborate with the City staff, the Financial Advisor, the Investment Committee and Underwriters to structure issues that minimize the City's transactions costs and its credit risk and prepare all ordinances, agreements, preliminary offering statements, official statements, other securities laws disclosure documents and any other documents pursuant to which bonds will be authorized, secured and delivered.

D. Upon request, assist the City with legal documentation and legislation m connection with obtaining loans through the New Mexico Finance Authority.

E. Coordinate the delivery of the documents and other activities, and plan, coordinate and manage the pre-closing of bond sales in a manner to assure the timely closing of bond sales and the delivery of funds to the City; prepare and file final transcripts of the proceedings to the issuance of the bonds.

F. Upon request, provide to the City continuing information concerning federal, state and local statutory and regulatory changes, including but not necessarily limited to arbitrage, and other current developments relating to the City's bond issues.

G. Upon request, participate in discussions with the City and its financial advisors regarding the evaluation of options and alternatives for issuing additional bonds, refunding or calling of outstanding bonds and new financing techniques, including the delivery of oral and written legal advice on particular projects.

H. Brief the City officials, employees, counsel and consultants on matters, which impact the issuance of the City bond financing. This includes rendering of an opinion and availability for phone consultation on questions of federal and state law, nature and priority of the security of bonds and legality of the issuance of the bonds under applicable securities laws, and the tax-exempt status of the bonds.

I. Review and advise the City regarding drawdowns of bond proceeds,, procedures, and other matters regarding bond project disbursement regulations.

J. Assist the City Attorney, if requested, in any litigation relating to or in any way affecting the issuance, sale, execution and delivery of the City bonds, notes, certificates, loan transactions or other debt transactions..

K. Draft state legislation and provide testimony before legislative committees when requested by the City; provide other special advice or opinions requested by the City, relating to the City bond financing.

L. Upon request, advise City staff on application of the provisions of its adopted bond ordinances, in compliance with state and federal laws and regulations.

M. Upon request, provide legal advice regarding bond matters.

Thank you very much for your help!

Emily K. Oster, CPA, CGMA, CPO
Finance Director
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
C: 505-629-3411
ekoster@santafenm.gov
santafenm.gov

Here is a breakdown of the fees I anticipate for FY 2026. The fees are based on the fee schedule attached to the most recent contract, which has not changed in the last 20 years, and are discounted from the contract fee where noted.

- Clean Water State Revolving Fund loan agreements ($114,000,000 Wastewater Utility System Loan, $17,000,000 Water Utility System Loan, and $20,000,000 Environmental Services Division loan): $100,000*
- $25,000,000 General Obligation Improvement Bonds (bond and disclosure counsel): $106,000
- $5,500,000 Water Project Fund loan/grant, $2,000,000 WPF loan/grant, and $7,750,000 Agreement: $41,775**
- Drinking Water State Revolving Fund loan agreement: $25,000.

Total Fees: $289,266.33

_____

* This fee amount reflects a discount from fees of (1) $293,900, if the fee for each loan is computed separately, and (2) $258,975, if the 3 loans are treated as a single $151,000,000 loan.

** This fee amount reflects a discount from fees of $80,500, if the fee for each transaction is computed separately; the fee is instead computed by treating all 3 transactions as a single $15,250,000 loan/grant.

*** This fee is based on the minimum fee charged for a revenue bond transaction.

Costs (primarily FedEx and publications) and GRT will be charged in addition to the fees described above. Additional work requested by the City that is not related to a pending transaction will be billed separately at the blended hourly rate of $285, for a total of $289,266.33 including GRT.

Thank you,

MODRALL SPERLING

Peter Franklin

Attorney/Shareholder

Modrall Sperling | www.modrall.com

P.O. Box 9318 | Santa Fe, NM 87504-9318

123 East Marcy Suite 201 | Santa Fe, NM 87501

D: 505.984-2856 | O: 505.983.2020 | F: 505.988.8996

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2025

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED Modrall, Sperling, Roehl, Harris & Sisk P.A. 500 4th Street NW Ste 1000 Albuquerque, NM 87102	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Vigilant Insurance Company 20397 INSURER B : Federal Insurance Company 20281 INSURER C : New Mexico Premier Insurance Company 13675 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	35309489	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73206842	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	79738718	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 10,000,000 $ $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0109079.102	11/1/2024	11/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

.

SEE ATTACHED ACORD 101

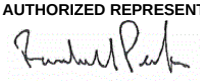
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

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



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AGENCY CUSTOMER ID: MODR&SI-01 JBENALLY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Modrall, Sperling, Roehl, Harris & Sisk P.A. 500 4th Street NW Ste 1000 Albuquerque, NM 87102
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Umbrella is form following. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply

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Conditions
(continued)

Transfer Of Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, 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.

This condition does not apply to **medical expenses**.

CHUBB

General Liability

Supplementary Payments
(continued)

b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.

C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to $1000 a day because of time off from work.

D. costs taxed against the **insured** in the **suit**, except any:

1. attorney fees or litigation expenses; or
2. other loss, cost or expense;

in connection with any injunction or other equitable relief.

E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured
(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury**, **advertising injury** or **personal injury**:

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

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General Liability

Who Is An Insured
(continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

A. persons driving such equipment on a public road with your permission are **insureds**; and

B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.

B. No person or organization is an **insured** with respect to the:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, aquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

A. a watercraft while ashore on premises owned by or rented to you;

B. a watercraft you do not own, provided that it:

1. is less than fifty-five (55) feet long; and
2. does not transport persons or cargo for a charge;

C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;

D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;

E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or

F. an aircraft you do not own, provided that:

1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

Alcoholic Beverage Type Businesses

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured**'s business.

B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

Bodily Injured/Property Damage Exclusions

Employer's Liability (continued)

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

Expected Or Intended Injury

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:

1. you;
2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and

B. when any person described in paragraph A. above:

1. reports all, or any part, of any such injury or damage to us or any other insurer;
2. receives a claim or a demand for damages because of any such injury or damage; or
3. becomes aware that any such injury or damage has occurred or has begun to occur.

Mobile Equipment Transportation

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

A. this insurance; or

B. a subsequent, continuous renewal or replacement of this insurance, that:

1. is issued to you by us or by an affiliate of ours;
2. remains in force while the offense continues; and
3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

Expected Or Intended Injury

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

Failure To Conform To Representations Or Warranties

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

Advertising Injury/Personal Injury Exclusions

Internet Activities (continued)

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

Publications With Knowledge Of Falsity

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

Wrong Description Of Prices

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

Medical Expenses Exclusions

Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Medical Expenses Exclusions
(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties** of **nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

Employment-Related Practices

A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;

Policy Exclusions

Employment-Related Practices
(continued)

7. a. eviction; or
   b. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.

B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

A. enhancement or maintenance of any property; or

B. prevention of any injury or damage to any:

1. person or organization; or
2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Policy Exclusions
(continued)

Nuclear Energy

A. This insurance does not apply to **bodily injury**, **nuclear property damage, advertising injury** or **personal injury**:

1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. arising out of the **nuclear hazardous properties** of **nuclear material** and with respect to which:
   a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
   b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. This insurance does not apply to **bodily injury**, **nuclear property damage, advertising injury** or **personal injury** arising out of the **nuclear hazardous properties** of **nuclear material**:

1. if the **nuclear material**:
   a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
   b. has been discharged or dispersed therefrom; or
   c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

Item #: _____
Munis Contract #: 3260082

CITY OF SANTA FE

LEGAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe (the "City") and Modrall Sperling (the "Contractor"). The date of this Contract shall be the date when it is executed by the City.

1. **Scope of Services**

The Contractor shall perform the following work:

A. Prepare and deliver to the City the financing timetable, all bond resolutions and bond sale resolutions necessary to the issuance of the bonds, as well as all proceedings, transcripts and minutes that are required to be adopted by the City.

B. Prepare information for and participate in presentations to rating agencies and prospective bond purchasers as required by the City and attend all meetings of the City Council at the time of the sale and closings, and additional meetings as required by the City.

C. Collaborate with the City staff, the Financial Advisor, the Investment Committee and Underwriters to structure issues that minimize the City's transactions costs and its credit risk and prepare all ordinances, agreements, preliminary offering statements, official statements, other securities laws disclosure documents and any other documents pursuant to which bonds will be authorized, secured and delivered.

D. Upon request, assist the City with legal documentation and legislation m connection with obtaining loans through the New Mexico Finance Authority.

E. Coordinate the delivery of the documents and other activities, and plan, coordinate and manage the pre-closing of bond sales in a manner to assure the timely closing of bond sales and the delivery of funds to the City; prepare and file final transcripts of the proceedings to the issuance of the bonds.

F. Upon request, provide to the City continuing information concerning federal, state and local statutory and regulatory changes, including but not necessarily limited to arbitrage, and other current developments relating to the City's bond issues.

G. Upon request, participate in discussions with the City and its financial advisors regarding the evaluation of options and alternatives for issuing additional bonds, refunding or calling of

outstanding bonds and new financing techniques, including the delivery of oral and written legal advice on particular projects.

H. Brief the City officials, employees, counsel and consultants on matters, which impact the issuance of the City bond financing. This includes rendering of an opinion and availability for phone consultation on questions of federal and state law, nature and priority of the security of bonds and legality of the issuance of the bonds under applicable securities laws, and the tax-exempt status of the bonds.

I. Review and advise the City regarding drawdowns of bond proceeds, procedures, and other matters regarding bond project disbursement regulations.

J. Assist the City Attorney, if requested, in any litigation relating to or in any way affecting the issuance, sale, execution and delivery of the City bonds, notes, certificates, loan transactions or other debt transactions.

K. Draft state legislation and provide testimony before legislative committees when requested by the City; provide other special advice or opinions requested by the City, relating to the City bond financing.

L. Upon request, advise City staff on application of the provisions of its adopted bond ordinances, in compliance with state and federal laws and regulations.

M. Upon request, provide legal advice regarding bond matters.

2. **Standard of Performance; Licenses**

A. 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 Contractor shall be compensated for the services performed hereunder in accordance with the Fee Schedule attached hereto as Exhibit A and made a part hereof by reference; provided, that compensation for the projects described in Exhibit B and made a part hereof by reference shall be as described therein.

B. The Contractor shall submit a written request for payment to the City whenever payment is due under this Agreement. Within fifteen (15) days of the City's receipt of the written request, the City shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the City may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the City shall tender payment for the accepted items or services. In the event the City fails to

tender payment within thirty (30) days of the written certification accepting the items or services, the City shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the City may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the City determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payment.

E. In addition to the fees payable hereunder, Contractor shall include applicable gross receipts taxes and costs associated with the work performed hereunder.

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 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

5. **Termination**

Termination. This Contract 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 Contract, 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 Contract. 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 Contract 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 Contract, 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 CONTRACT.

Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract 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 Contract; 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 Contract. 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 City Council 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**

C. 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.

D. 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, NMSA 1978, Section 10-16-1 et seq.

E. Contractor's representations and warranties in Paragraphs A and B of this Article 13 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 13 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 13 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.

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

14. **Amendment**

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

H. 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. **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.

16. **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.

17. **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.

18. **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 38-3-1 (G). 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.

19. **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.

20. **Insurance**

A. The Contractor shall maintain adequate legal malpractice insurance. It is the sole responsibility of the Contractor to be in compliance with the law. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Contract.

B. Contractor shall obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Contract. Upon request, Contractor shall provide the City with evidence of its compliance with such requirement.

21. **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.

22. **INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Contract as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

23. **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, NMSA 1978, Section 41-4-1. 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.

24. **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.

25. **Notices**

Any notices required to be given under this Contract shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Finance Department Finance Director Emily K. Oster PO Box 909 Santa Fe NM 87504-0909 ekoster@santafenm.gov 505-629-3411	**To the Contractor:** Modrall Sperling Peter Franklin PO Box 9318 Santa Fe, NM 87504-9318 pfranklin@modrall.com 505-984-2856

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:

_____

MAYOR ALAN WEBBER

Date:_____

CONTRACTOR:

Peter Franklin

Peter Franklin (Jul 23, 2025 13:42:31 MDT)

_____

PETER FRANKLIN,
ATTORNEY/SHAREHOLDER

Date: Jul 23, 2025

NMBTIN: _____

ATTEST:

_____

CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martinez

Marcos Martinez (Jul 23, 2025 13:43:41 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

FINANCE DIRECTOR

EXHIBIT A
FEE SCHEDULE

1. Fixed Fees Relating to Securities Issued by the City. For tasks related to the issuance of a specific series of securities for the City, Modrall, Sperling proposes the following fixed fees, based on the par amount of the bonds plus original issue premium:

Fixed Term-Fixed Rate New Money and Current Refunding General Obligation Bond Issues	
Size of Issue	Fee
$5,000,000 or less	$22,500
Between $5,000,000 and $7,500,000	$22,500 plus $1.50 per $1,000 principal amount between $5,000,000 and $7,500,000
Over $7,500,000	$26,250 plus $ 1.40 per $1,000 principal amount over $7,500,000

Fixed Term-Fixed Rate New Money and Current Refunding Revenue Bond Issues	
Size of Issue	Fee
$5,000.000 or less	$25,000
Between $5,000,000 and $7,500,000	$25,000 plus $1.75 per $1,000 principal amount between $5,000,000 and $7,500,000
Over $7,500,000	$29,375 plus $1.60 per $1,000 principal amount over $7,500,000

Our fee will *be* increased by ten percent (10%) for advance refundings based on the additional required to establish the defeasance escrow and related agreement.

Fixed Rate Special Assessment District Bonds	
Size of Issue	Fee
$2,000,000 or less	$40,000
Between $2,000,000 and $5,000,000	$40,000 plus $5.00 per $1,000 principal amount between $2,000,000 and $5,000,000
Over $5,000,000	$55,000 plus $4.00 per $1,000 principal amount over $5,000,000

Industrial Revenue Bonds

$0.30 per $1,000 face amount of the bonds with a minimum fee of $25,000 per issue.
(The cost of FRB review counsel services as bond counsel to the City will be passed through to the developer of the IRB project).

Fixed Rate Public Improvement District Bonds	
Size of Issue	Fee
$3,000,000 or less	$45,000
Between $3,000,000 and $5,000,000	$45,000 plus $5.00 per $1,000 principal amount between $3,000,000 and $5,000,000
Over $5,000,000	$55,000 plus $4.00 per $1,000 principal amount over $5,000,000

Modrall, Sperling's bond counsel review of an application for a public improvement district ("PED") and issuance of PID bonds will be billed to the City separately, at the hourly rates described above. Those fees are recovered by the City from the application fee required from the applicant. The application fee paid by the developer of the ND project is generally recoverable from bond proceeds.

Fixed Rate Tax Increment Development District Bonds	
Size of Issue	Fee
$3,000,000 or less	$45,000
Between $3,000,000 and $5,000,000	$45,000 plus $5.00 per $1,000 principal amount between $3,000,000 and $5,000,000
Over $5,000,000	$55,000 plus $4.00 per $1,000 principal amount over $5,000,000

Modrall Sperling's bond counsel review of an application for a tax increment development district ("TIDD") and issuance of TIDD bonds will be billed to the City separately, at the hourly rates described above. Those fees are recovered by the City from the application fee required from the applicant. The application fee paid by the developer of the TIDD project is generally recoverable from bond proceeds.

In the event that the securities are not issued, Modrall, Sperling will charge the City for professional fees at hourly rates for services provided up to the time the decision was made by the City to stop efforts to issue securities. We would also seek reimbursement of reasonable out-of-pocket expenses. We understand that payment in that situation would be dependent on the availability of funds and appropriations by Council in the discretion of the City.

2. Hourly Rates Not Relating to Securities to be Issued by the City. For tasks not related to issuance of a specific series of securities or substantial post-issuance tax or securities compliance matters, Modrall, Sperling agrees to bill the City at a blended rate of $285 per hour for the services of Peter Franklin, Ian Bearden, Chris Muirhead; and/or Katherine McKinney, in an amount not to exceed $100,000, unless otherwise negotiated and agreed by the City and Modrall Sperling based on the scope and complexity of a particular task.

Modrall, Sperling utilizes specialized computer software for compiling and maintaining client bills and routinely provides its clients with detailed monthly billings summarizing the work performed.

3. New Mexico Finance Authority and New Mexico Environment Department Loans. Our fee for New Mexico Finance Authority or New Mexico Environment Department loans will be the same as the bond counsel fee-based on the principal amount of the loan. There is no disclosure and/or underwriter's counsel fee for New Mexico Finance Authority loans or New Mexico Environment Department loans.

4. Fees Relating to Work as Disclosure and/or Underwriter Counsel. The fee for disclosure and/or underwriter counsel service such as the preparation of the preliminary official statement, the official statement and the 10b-5 opinion shall be 75% of the bond counsel fee outlined above. We recognize that some bond underwriters currently require independent counsel for preparation of the disclosure documents and the related due diligence investigation.

5. Fees Relating to Complex Issues. In unusual circumstances, where the complexity of the issue warrants an adjustment in the fees, we propose that Modrall, Sperling and the City negotiate a mutually acceptable fee prior to the date of the adoption of the final bond ordinance by the City. We believe that the rates we are quoting in this proposal are fair and at the "market rate." We do not follow the practice of bidding low on a proposal and then requesting an adjustment in the fee after issuance of the bonds, hoping to convince the public officials, overseeing the contract that the work was more complex than normal. No request for upper adjustment will be made by us unless it is clear to both the City and us that the issue was so out of the ordinary that the documents essentially had to be recreated. In such case, the City will be consulted as the issue progresses.

The fees quoted above do not contemplate issues involving multi-mode issues, credits swaps, interest rate swaps or other similar types of complex or nontraditional techniques, including those which may develop over the period of time covered by this proposal. With respect to such financing techniques, we would propose to negotiate a mutually acceptable fee, based upon the complexity of the transaction.

6. Advice Against Issuance Modrall, Sperling has provided and will continue to provide objective legal advice with respect to a proposed securities issue, without regard to fees, including advice against issuing of securities, if warranted.

It is our philosophy, if there are legal problems with respect to a proposed structure, to find a different structure or procedure to accomplish the goals of the client. Before advising against issuance, we will exhaust our resources to find a manner in which the issue can be restructured to accomplish the financing,

EXHIBIT B

Current Projects and Compensation

The City shall compensate the Contractor for the projects listed below according to the following rates:

C. Clean Water State Revolving Fund loan agreements ($114,000,000 Wastewater Utility System Loan, $17,000,000 Water Utility System Loan, and $20,000,000 Environmental Services Division Loan): $100,000

D. $25,000,000 General Obligation Improvement Bonds (bond and disclosure counsel): $100,600

E. $5,500,000 Water Project Fund loan/grant, $2,000,000 Water Project Fund loan/grant, and $7,750,000 Agreement: $41,775

F. $25,000 Drinking Water State Revolving Fund loan agreement: $25,000

For the services described in this Exhibit B, the City agrees pay the Contractor fees equal to $267,375.00, applicable gross receipts taxes (at 8.1875%) equal to $21,891.33, and applicable costs (Federal Express delivery of bonds and IRS Form 8038G) and publication costs, if any. The total compensation for the contract including GRT but excluding costs is $289,266.33.

URGENT_Modrall Sperling Packet

Final Audit Report 2025-07-25

Created:	2025-07-25
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1ZySKL8cmsPo1A_bvpLK1_dOSGmLPL2q

"URGENT_Modrall Sperling Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-25 - 7:37:15 PM GMT- 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
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Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
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Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-07-25 - 7:53:34 PM GMT - Time Source: server- 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
2025-07-25 - 7:53:37 PM GMT

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Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-07-25 - 9:53:42 PM GMT - Time Source: server- IP address: 174.205.162.240

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Agreement completed.

2025-07-25 - 9:53:42 PM GMT

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

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

WHEREAS, amending Charter, Article 5.01(G) is necessary to require council consent to a mayor's removal of a city manager, city attorney, or city clerk; and

WHEREAS, the City's Charter states that it may be "amended or repealed as provided by law"; and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality may amend its Charter by submitting a proposal to the qualified electors; and

WHEREAS, to require governing body consent to a mayor's removal of a city manager, city attorney, or city clerk, Article 5.01(G) of the Charter should be amended to read as follows:

5.01. – Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. Have a vote on all matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commission;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties

to suppress disorders and keep the peace;

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.

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that it wishes to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it proposes placing the following question on the ballot during the regular, local election on November 4, 2025:

REQUIRING GOVERNING BODY CONSENT FOR A MAYOR'S REMOVAL OF THE CITY MANAGER, CITY ATTORNEY, OR CITY CLERK

Should the Santa Fe Municipal Charter be amended to require governing body consent before a mayor may remove a city manager, city attorney, or city clerk?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Santa Fe County Clerk no later than August 26, 2025.

BE IT FURTHER RESOLVED that if the voters approve the above ballot question, then the City's Charter shall be amended as follows:

5.01. – Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. Have a vote on all matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commission;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

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

FIR No. 10687.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Ballot question to require conset 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. Oster **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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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 Annarino

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

10687.1.1

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
Ballot Question Requiring Council Approval for Termination of City Manager, City Clerk and City Attorney.

Mayor and Members of the City Council:

In relation to Resolution No. 2025-__:

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.

I intend to propose the following amendment(s)

1. On page 1, line 15, insert "**, EXCEPT DURING THE FIRST 180 DAYS OF A MAYOR'S TERM" after "CLERK"**.
2. On page 2, line 21, ***insert*** "Have the authority to remove, without governing body consent, the city manager, city attorney, and city clerk, during the first one-hundred eighty days (180 days) of a term. After one-hundred eight (180) days of a term" ***before*** "Have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent."
3. On page 2, line 21, ***replace*** "H" with "h", making it "have".
4. On page 3, line 25, after "CLERK", ***insert*** "EXCEPT DURING THE FIRST ONE-HUNDRED EIGHTY (180) DAYS OF A MAYOR'S TERM".
5. On page 4, line 2, after "city clerk", ***insert*** "except during the first one-hundred eighty (180) days of a mayor's term".
6. On page 4, line 20, ***insert*** "Have the authority to remove, without governing body consent, the city manager, city attorney, and city clerk during the first one-hundred eighty (180) days of a term. After one hundred eighty (180) days of a term," ***before*** "Have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent."
7. On page 4, line 20, ***replace*** "H" with "h", making it "have".

This amendment WILL change the caption. _X____

This amendment WILL NOT change the caption. ___

Respectfully submitted,

_____
Michael Garcia, Councilor

_____
Pilar Faulkner, Councilor

10687.1(A)

Approved as to Form:

Erin McSherry

Erin K. McSherry, City Attorney

ADOPTED: Quality of Life Committee
NOT ADOPTED: _____
DATE: 7/23/2025

_____
ANDRÉA SALAZAR, City Clerk

10687.1(A)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

RED – Amendment A (M. Garcia and Faulkner)

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, EXCEPT DURING THE FIRST 180 DAYS OF A MAYOR'S TERM.

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

WHEREAS, amending Charter, Article 5.01(G) is necessary to require council consent to a mayor's removal of a city manager, city attorney, or city clerk; and

WHEREAS, the City's Charter states that it may be "amended or repealed as provided by law"; and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality may amend its Charter by submitting a proposal to the qualified electors; and

WHEREAS, to require governing body consent to a mayor's removal of a city manager, city attorney, or city clerk, Article 5.01(G) of the Charter should be amended to read as follows:

5.01. – Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. Have a vote on all matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commission;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove, without governing body consent, the city manager, city attorney, and city clerk, during the first one-hundred eighty days of a term. After one-hundred eighty (180) days of a term, [~~H~~]have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

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.

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that it wishes to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it proposes placing the following question on the ballot during the regular, local election on November 4, 2025:

REQUIRING GOVERNING BODY CONSENT FOR A MAYOR'S REMOVAL OF THE CITY MANAGER, CITY ATTORNEY, OR CITY CLERK EXCEPT DURING THE FIRST ONE-HUNDRED EIGHTY (180) DAYS OF A MAYOR'S TERM

Should the Santa Fe Municipal Charter be amended to require governing body consent before a mayor may remove a city manager, city attorney, or city clerk, except during the first one-hundred eighty (180) days of a mayor's term?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Santa Fe County Clerk no later than August 26, 2025.

BE IT FURTHER RESOLVED that if the voters approve the above ballot question, then the City's Charter shall be amended as follows:

5.01. – Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. Have a vote on all matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commission;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove, without governing body consent, the city

manager, city attorney, and city clerk, during the first one-hundred eighty days of a term. After one hundred eighty (180) days of a term, [~~H~~]have the authority to remove the city manager, city attorney and city clerk [~~without~~] with [~~council approval~~] governing body consent;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

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 K. McSHERRY, CITY ATTORNEY

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

Via: Erin K. McSherry, City Attorney 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 pubic 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

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

WHEREAS, five (5) votes is a majority of the members of the governing body and should be sufficient proportion of the governing body to suspend or remove; and

WHEREAS, an amendment to the Charter's powers of the governing body, as described in Article VI, Section 6.02, as well as to a city manager's "Removal" as it is described in Article VIII, Section 8.04 is necessary to allow the governing body to remove or suspend a city attorney or a city clerk and to reduce the number of votes to remove or suspend the city manager; and

WHEREAS, the Charter states that it may be "amended or repealed as provided by law"; and NMSA 1978, Section 3-15-16, provides that the governing body of a home rule municipality may amend its Charter by submitting a proposal to the qualified electors; and

WHEREAS, to allow the governing body to suspend or remove a city attorney and/or a city clerk by a vote of five members, Article 6.02 of the Charter should be amended to read as follows:

6.02. - Powers and duties.

A. The governing body shall serve as the principal policy maker of the city, and shall, as necessary, amend existing policies that are consistent with other provisions of the Charter. The governing body shall consider the legislative agenda put forth by the mayor and propose amendments to existing policies and propose new policies.

B. All legislative powers of the city shall be vested in the governing body, except as otherwise required by law or this Charter. The governing body shall provide for the exercise of its powers and for the performance of all 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.

WHEREAS, should the amendment above be made to Article VI, Section 6.02 of the Charter, the contents of Article VIII, Section 8.04 would become duplicative and therefore should be removed as a technical change and as shown below:

~~**[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.~~]

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that wish to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following question shall be placed on the ballot during the regular, local election on November 4, 2025:

AUTHORITY FOR FIVE COUNCILORS TO SUSPEND OR REMOVE THE CITY MANAGER, CITY ATTORNEY, AND/OR CITY CLERK.

Should Article VI, Section 6.02 the Santa Fe Municipal Charter be amended to provide that five councilors may suspend or remove the city manager, city attorney, and/or city clerk during a regularly scheduled meeting?

For ☐ Against ☐

BE IT FURTHER RESOLVED that the City Clerk shall present this ballot question to the Santa Fe County Clerk no later than August 26, 2025.

BE IT FURTHER RESOLVED that if the voters approve the above ballot question, then the City's Charter shall be amended as follows:

6.02. - Powers and duties.

A. The governing body shall serve as the principal policy maker of the city, and shall, as necessary, amend existing policies that are consistent with other provisions of the Charter. The governing body shall consider the legislative agenda put forth by the mayor and propose amendments to existing policies and propose new policies.

B. All legislative powers of the city shall be vested in the governing body, except as otherwise required by law or this Charter. The governing body shall provide for the exercise of its powers and for the performance of all

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

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

FIR No. 10695

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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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 Annarino

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

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.

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, the Santa Fe Wine and Chile Fiesta is celebrating its 35th anniversary in 2025, an event which has become nationally recognized as a premier wine tasting event; and

WHEREAS, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic generator for Santa Fe with an overall annual impact to Santa Fe in excess of $7.7 million according to a 2024 Southwest Planning and Marketing economic impact analysis; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors desires to hold its

annual Grand Tasting on City property not mentioned in Section 23-6.2(A), in particular Fort Marcy/Mager's Field; and

WHEREAS, Santa Fe Wine and Chile Fiesta plans to offer complimentary transportation for attendees to and from the grand tasting; and

WHEREAS, the Santa Fe Wine and Chile Fiesta Board of Directors wishes to host the event on the same City property for the next five years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Santa Fe Wine and Chile Fiesta Grand Tasting, is hereby approved according to the following parameters:

Event:	Santa Fe Wine and Chile Fiesta Grand Tasting
Dates:	September 27, 2025; September 26, 2026; September 25, 2027; September 30, 2028; September 29, 2029
Hours:	11:00 a.m.- 3:00 p.m.
Location:	Fort Marcy Park/ Mager's Field
Number of Expected Attendees:	3,600 (Includes 600 Staff, Participating Restaurants, Wineries and Vendors)
Type of Alcohol to be served:	Wine
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 of Santa Fe, its officials, directors, employees, and

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

Legislation/2025/Resolutions/Alcohol Approval for Wine and Chile Grand Tasting

FIR No. 10694.1

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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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 (Jun 3, 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 AS

RE: Alcohol Approval for Wine and Chile Fiesta's Chile Friday

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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).

ATTACHMENTS:

Resolution
Fiscal Impact Report

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

per cent (10%); and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Chile Friday ("Chile Friday"), a tasting event for beer, wine, cider, and mixed beverages that include liquor, has taken place annually for three (3) years; and

WHEREAS, the Santa Fe Wine and Chile Fiesta has become a strong tourism economic generator for the City with an overall annual impact to Santa Fe in excess of $7.7 million according to a 2024 Southwest Planning and Marketing impact analysis; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors desires to hold its annual Chile Friday on City property; and

WHEREAS, alcohol service for this tasting event will be limited to beer, wine, cider, and mixed drinks that include liquor and are required to adhere to all regulations required in Section 23-6.3 SFCC 1987; and

WHEREAS, the Santa Fe Wine and Chile Fiesta's Board of Directors wishes to host the Chile Friday event on City property for the next five years.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during Chile Friday shall adhere to all regulations required in Section 23-6.3 SFCC 1987.

BE IT FURTHER RESOLVED THAT the event is hereby approved according to the following parameters:

Event:	Santa Fe Wine and Chile Fiesta's Chile Friday
Dates:	September 26, 2025; September 25, 2026; September 24, 2027; September 29, 2028; September 28, 2029
Hours:	12:00 p.m.- 3:00 p.m.
Location:	Fort Marcy Park/ Mager's Field
	Number of expected attendees: 1,850 (Includes 350 staff,

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

FIR No. 10693.1

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: Andréa 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. Oster **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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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 [illegible]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

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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.

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

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

("NPTSP"); and

2. Adherence to all applicable requirements and standards as set forth in the FTA's PTSP and NPTSP pursuant to 49 CFR 673.11; and

3. Establishing a process and timeline for conducting an annual review and update of the PTASP pursuant to 49 CFR 673.11(5); and

WHEREAS, in particular, grant recipients in communities of two hundred thousand (200,000) or fewer must develop a PTASP "in cooperation with frontline employee representatives"; and

WHEREAS, Santa Fe Trails is the City of Santa Fe's public bus system that provides a city-wide network of public transportation; and

WHEREAS, Santa Fe Trails is a recipient of Urbanized Area Formula Grant funds and therefore is required to submit an updated PTASP; and

WHEREAS, the City adopted its most recent PTASP via Resolution 2023-2; and

WHEREAS, 49 Code of Federal Regulations (CFR) Part 673 was updated in April of 2024, to incorporate the requirements of the PTASP Final Rule which included new requirements addressing transit worker assault, safety reporting and hazard identification, additional safety performance targets, and the consideration of infectious disease data from the Center for Disease Control or state health authorities; and

WHEREAS, the Santa Fe Trails PTASP was updated in May 2025 to incorporate the new requirements; and

WHEREAS, the Public Works Department, Transit Division, prepared the Santa Fe Trails PTASP, attached as Exhibit A, dated on May 2025, in coordination with frontline employee representatives.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE hereby approves the updated Santa Fe Trails PTASP, attached as

Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body authorizes staff to submit its updated Santa Fe Trails PTASP to the FTA and the New Mexico Department of Transportation.

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 11:47 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Santa Fe Trails Updated Requirements for Agency Safety Plam

Exhibit A

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 by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
	Interim Director of Operations and Maintenance	06/07/2025
Approval by the Board of Directors or an Equivalent Authority	**Name of Entity that Approved**	**Date of Approval**
	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		
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.		
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

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 a 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. 4 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		
Definition Category	*Meaning*	*Value*
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

Qualitative Definition	*Meaning*	*Value*
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

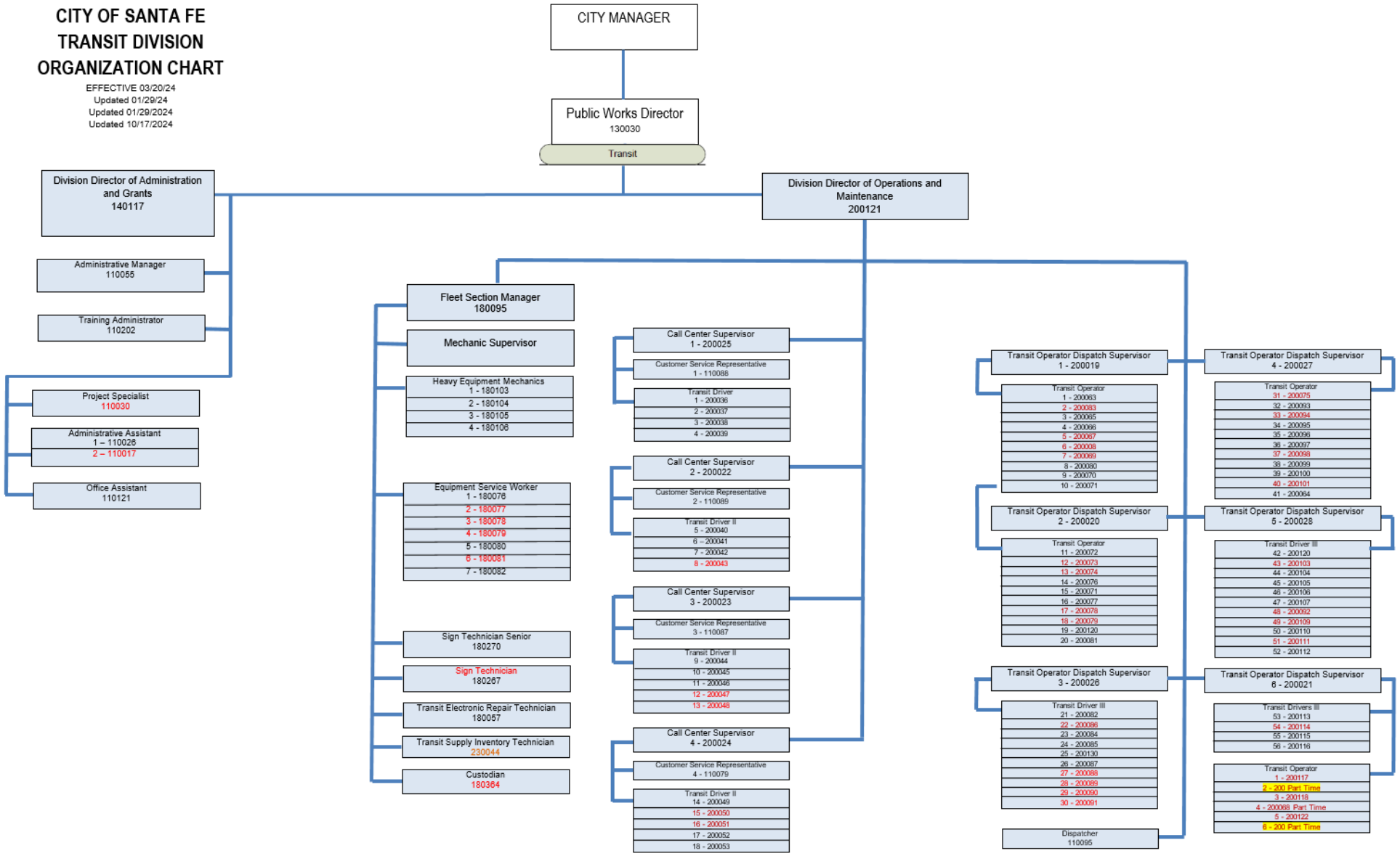
Safety Risk Levels

Risk Assessment Matrix Color Code

"Tolerability" based on identified severity and likelihood.

	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



FIR No. 10697.1

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

_____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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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: rawheeler@santafenm.gov

Signature:

Email: gnchavez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: June 9, 2025

To: Finance Committee and Public Works and Utilities Committee

From: Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMDOT Control Number C5213057

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation (NMDOT), regarding Appropriation ID number F3057, and Control number C5213057 ("Grant Agreement"). The Grant Agreement makes available three hundred thousand dollars ($300,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle, and drainage infrastructure on Governor Miles Road in the city of Santa Fe.

BACKGROUND:

NMDOT, through Article X.B (v) of the Grant Agreement, requires that the City of Santa Fe ("City") as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Attachment A of the Grant Agreement also requires that the City "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project. Adoption of this Resolution will satisfy these requirements and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body and executed in an action separate from the Resolution; and the Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

The Laws of 2025, Chapter 158, Senate Bill 425, Section 360, reauthorized or re-appropriated funding for the Grant Agreement, and extended the expenditure period from June 30th, 2025, to June 30th, 2027.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS TO ENTER AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, REGARDING APPROPRIATION ID NUMBER F3057, CONTROL NUMBER C5213057, TO ACQUIRE RIGHTS OF WAY AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE PEDESTRIAN, BICYCLE, AND DRAINAGE INFRASTRUCTURE ON GOVERNOR MILES ROAD IN THE CITY OF SANTA FE; AND ACCEPTING RESPONSIBILITY FOR THE PROJECT AND ASSUMING OWNERSHIP, LIABILITY, AND MAINTENANCE RESPONSIBILITIES FOR ALL AMENITIES RELATED TO THE PROJECT.

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 98, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number F3057, NMDOT Control Number C5213057 ("Agreement"), incorporated as Exhibit A, in the amount of three hundred thousand ($300,000), to acquire rights of way and to plan, design,

construct, and improve pedestrian, bicycle, and drainage infrastructure Governor Miles Road (the "Project"); and

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 360, the Legislature reauthorized or re-appropriated funding, of NMDOT Control Number C5213057, incorporated as Exhibit B, and extended the expenditure period, and,

WHEREAS, Article VII allows both the NMDOT and City to alter the Agreement by written consent of both parties; and

WHEREAS, the NMDOT and City want to amend the Agreement; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, Attachment A to Exhibit A, Item 5 of the Agreement states that the City will "[a]dopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability and maintenance responsibility for the scope, or related amenities and required funding to support the Project," and adopting this resolution will satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe

Name: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM 87504-0909

Email: mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Regina Wheeler

Title: Public Works Director, City of Santa Fe

Address: 737 Agua Fria Street.

Santa Fe, Nm 87501

Email: rawheeler@santafenm.gov

Telephone: (505) 955-2200

BE IT FURTHER RESOLVED that the City shall accept responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability and maintenance responsibilities for all amenities related to the completion of the Project, without waiving the protections of the Tort Claims Act and other limitations on government liability in New Mexico.

BE IT FURTHER RESOLVED that this resolution pertains to the Agreement, and to any amendments to the Agreement.

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 11:58 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/ C5213057 Governor Miles RD Designating Signatory and Responsibility

DocuSign Envelope ID: 177DE16D-0F3C-474E-A375-2FB2D4B707EB

ITEM # 22-0058

PROJECT # 3057

NMDOT Contract# D19709
Contract Number: 22-0058
Vendor Number: 0000054360
Control Number: C5213057

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 28th day of February, 20 23 by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 98, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3057 NMDOT Control Number C5213057 $300,000
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, Section 33, Subsection 98, Three Hundred Thousand Dollars and No Cents ($300,000), to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles road in Santa Fe in Santa Fe county; .

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents $300,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, Zero Dollars and Zero Cents ($ 0.00), which equals Three Hundred Thousand Dollars and No Cents ($300,000) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Santa Fe

Entity Name

By: Alan Webber

(Type or Print Name)

Its: Mayor

(Type or Print Title)

Feb 24, 2023

Date

DEPARTMENT OF TRANSPORTATION

Mallery Manzanares

By:

Its: Cabinet Secretary or Designee

2/28/2023

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Craig C Kling

By: Craig Kling

Its: Assistant General Counsel

Jan 27, 2022

Date

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: Feb 24, 2023

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK XIV

GB MTG 2/22/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 26, 2023 11:05 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 23, 2023 21:41 MST)

EMILY K. OSTER, FINANCE DIRECTOR

3309980-490150 / 3309980-572970

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including City, State & Zip Code)
_____
City _____ State _____ Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. APP Amount *(If Applicable)*: _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount *(If Applicable)*: _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB *(attach wire if final draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer or Fiscal Agent *(If applicable)*

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

DocuSign Envelope ID: 177DE16D-0F3C-474E-A375-2FB2D4B707EB

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

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10. **Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.**

CVFG@GR@

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5213057

CITY OF SANTA FE
DEPARTMENT OF TRANSPORTATION
FIRST AMENDMENT TO
FUND 89200 CAPITAL APPROPRIATION PROJECT

This AMENDMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Amendment is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, the Department and the Grantee entered into a Capital Appropriation Project Agreement, Control Number C5213057, Contract Number D19709 on February 28, 2023; and,

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Sub Section 98, the Legislature made an appropriation to the Department, funds from which the Department made available to the Grantee under Contract Number D19709; and,

WHEREAS, in the Laws of 2025, Chapter 158, SB425, Section 360, the Legislature reauthorized or re-appropriated funding, under Contract Number D19709 and extended the expenditure period; and,

WHEREAS, Article VII allows the parties to alter the Agreement by written consent of both parties; and,

WHEREAS, the Department and the Grantee want to amend the Agreement; and,

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

1. Article I(A) is deleted and replaced with the following:

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3057, NMDOT Control Number C5213057, **$300,000**
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, HB285, Section 33, Sub Section 98, Three Hundred Thousand Dollars and No Cents (**$300,000**), to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles road in Santa Fe in Santa Fe county.

The funding identified above was reauthorized or re-appropriated during the 2025 Legislative Session to extend the time of expenditure with the following new appropriation ID and reversion date.

DFA Appropriation ID J4358, NMDOT Control Number C5213057
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2025, Chapter 158, SB425, Section 360.

The Grantee's total reimbursements shall not exceed the appropriation amount Three Hundred Thousand Dollars and No Cents, $300,000, (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, $0.00, which equals Three Hundred Thousand Dollars and No Cents, $300,000, (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

2. Article III is deleted and replaced with the following:

Whenever written notices, including written decisions, are to be given or received related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Regina Wheeler
Title: Director of Public Works
Address: PO Box 909, Santa Fe, NM 87504
Email: rawheeler@santafenm.gov
Telephone: 505-955-6622

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement:

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by e-mail or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

3. Article IV(A) is deleted and replaced with the following:

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Amendment.

[This space intentionally left blank]

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

NEW MEXICO DEPARTMENT OF TRANSPORTATION:

_____

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 1, 2025 11:39 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

ITEM # 22-0058

PROJECT # 3057

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D

NMDOT Contract# D19709
Contract Number: 22-0058
Vendor Number: 0000054360
Control Number: C5213057

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 28th day of February, 20 23, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 98, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3057 NMDOT Control Number C5213057 $300,000
APPROPRIATION REVERSION DATE: 6/30/2025
Laws of 2021, Chapter 138, Section 33, Subsection 98, Three Hundred Thousand Dollars and No Cents ($300,000), to acquire rights of way and to plan, design, construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles road in Santa Fe in Santa Fe county; .

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents $300,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, Zero Dollars and Zero Cents ($ 0.00), which equals Three Hundred Thousand Dollars and No Cents ($300,000) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

City of Santa Fe

Entity Name

By: Alan Webber

(Type or Print Name)

Its: Mayor

(Type or Print Title)

Feb 24, 2023

Date

DEPARTMENT OF TRANSPORTATION

Mallery Manzanares

By:

Its: Cabinet Secretary or Designee

2/28/2023

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Craig C Kling

By: Craig Kling

Its: Assistant General Counsel

Jan 27, 2022

Date

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: Feb 24, 2023

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK XIV

GB MTG 2/22/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 26, 2023 11:05 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 23, 2023 21:41 MST)

EMILY K. OSTER, FINANCE DIRECTOR

3309980-490150 / 3309980-572970

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including City, State & Zip Code)
_____
City _____ State _____ Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. APP Amount *(If Applicable)*: _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount *(If Applicable)*: _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB *(attach wire if final draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year: _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer or Fiscal Agent *(If applicable)*	Grantee Representative
Printed Name	Printed Name
Date: _____	Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date	Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

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10. **Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.**

FIR No. 10643.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMDOT Appropriation ID Number F3057, Control Number C5213057

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 6/09/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: Erin McSherry **Date:** 07/02/2025
Erin McSherry (Jul 2, 2025 11:58 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 07/02/2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation (NMDOT), regarding Appropriation ID number F3057, and NMDOT Control number C5213057 ("Grant Agreement"). The Grant Agreement makes available three hundred thousand dollars ($300,000), appropriated to acquire rights of way and to plan, design, construct, and improve pedestrian, bicycle, and drainage infrastructure on Governor Miles Road. Additionally, the State reauthorized or re-approved funding of NMDOT Control Number C5213057, and extended the expenditure period from June 30th, 2025, to June 30th, 2027.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X.B (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. The City would also not satisfy additional requirements in Attachment A of the Grant Agreement which requires the City to accept responsibility for the project and assume ownership, liability, and maintenance responsibility for all amenities related to the project. Additionally, without the adoption of this Resolution the expenditure period would not be extended from June 30th, 2025, to June 30th, 2027.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement through a separate action.

Performance and Administrative Implications:
Public Works Department staff will acquire easements and rights of way for and to plan, design, and construct and improve pedestrian, bicycle and drainage infrastructure on Governor Miles Road. Public Works staff and Finance Department staff will also administer the grant.

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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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: rawheeler@santafenm.gov

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

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

WHEREAS, DFA/LGD requires that the City's Fourth Quarter Budget Amendments Resolution include DFA/LGD's structural account matrix (Exhibit A, Subsection E); and

WHEREAS, a Fourth Quarter Review of the Fiscal Year 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body respectfully requests that the Secretary of the New Mexico Department of Finance and Administration approve the Fourth Quarter Budget Amendments and associated DFA/LGD schedules, as detailed on the attached Exhibit A, and that the Local Government Division then authorize the amendments.

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 14, 2025 12:37 MDT)

_____

ERIN K. MCSHERRY, CITY ATTORNEY

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

EXHIBIT A

CITY OF SANTA FE

4th QUARTER FY 2024/25

~ ~ ~

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

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
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	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
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 predictave 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	Appropriaton 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	Appropriaton 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

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
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

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
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

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
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

FIR No. 10702.1

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 Erin McSherry (Jul 14, 2025 12:37 MDT) **Date:** 07/14/2025

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 Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 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	†
Total	$ †	$ 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***

CITY OF SANTA FE

The Purchasing Memo

Date: June 20, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Micheal Dozier, Waste management Director

Via: LeRoy Alvarado Operations Supervisor LeRoy Alvarado
LeRoy Alvarado (Jun 20, 2025 08:38 MDT)

Subject: On Call Operation and Maintenance Support Services **(FY26)**

Vendor Name: Southwest Water Works LLC.

Munis Vendor Number: 10737

ITEM AND ISSUE:

The Wastewater Management Division respectfully requests your review and approval of a Statewide Price Agreement in the total amount of $432,750 including tax for Operation and maintenance services with Southwest Water Works LLC for a term of one year.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $432,750 from the Wastewater Enterprise Fund to Professional Contracts.

CONTRACT NUMBER: 3250639

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater treatment plant has been experiencing staffing challenges. Currently there is a high Volume of staff vacancy's which includes a supervisor's position that is responsible for one of the shifts. It is a state requirement that a level 4 certified operator oversees the shifts activities. Operating with low staffing levels also disrupts the operation, adding additional stress to be able to use their leave. The department is continually advertising for positions but is not having success acquiring candidates for these positions

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/500

Munis Org Name/Number: WW- Treatment Plant 5000367

Munis Object Name/Number: Professional Contract/510300

Budget Officer / Designee: Andy Hopkins **Date:** 06/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

SWPA #30-00000-23-00070 expiration 6/30/2026

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 06/30/2025

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:

Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance (COI
Determination
Contract

Item #: _____
Munis Contract #: 3250639
SWPA #: 30-00000-23-00070

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On Call Operation and Maintenance Support Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Southwest Water Works LLC. (S3W) herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

a. Operations Support
(i). Monitor and operate equipment and systems to ensure optimal performance.
(ii). Conduct routine inspections and reporting of operational status.
(iii). Respond to system alarms and troubleshoot minor issues.
(iv). Assist in implementing operational procedures and protocols.
(v). Coordinate with stakeholders to ensure seamless daily operations.

b. Preventative Maintenance (PM)
(i). Monitor and operate equipment and systems to ensure optimal performance.
(ii). Conduct routine inspections and reporting of operational status.
(iii). Respond to system alarms and troubleshoot minor issues.
(iv). Assist in implementing operational procedures and protocols as needed.
(v). Coordinate with stakeholders to ensure seamless daily operations.

c. Preventative Maintenance
(i). S3W will assist with performing scheduled maintenance tasks per Original Equipment Manuals (OEM) guidelines and
industry standards. It is assumed that the City of Santa Fe will be responsible for all
routine maintenance tasks.
(ii). As part of standard Operation and Maintenance (O&M) procedures, S3W will conduct regular inspections of equipment per City of Santa Fe Standard Operational Procedures (SOP's) and make recommendations to the city for

cleaning, lubrication, calibration, and minor repairs.
(iii). Review PM records and recommend adjustments to PM schedules.

d. Corrective Maintenance (CM)

(i). All Diagnoses and repairs of system and equipment failures will be the responsibility of the city. S3W will assist and make recommendations for such as determined necessary during routine O&M services.
(ii). The City will be responsible for Performing component replacements and system adjustments as needed. S3W will make recommendations to the city as it deems necessary to ensure uninterrupted functionality, efficiency, and compliance.
(iii). The City will be responsible for Coordination with vendors or specialized technicians for major repairs.
(iv). It will be the responsibility of the City to document corrective maintenance activities and provide root cause analysis reports. S3W will assist with documenting any corrective maintenance activities that are ongoing during the time our staff are onsite and performing routine O&M services but will not be responsible for evaluating or providing a root cause analysis.

e. Facility & Equipment Maintenance

(i). Conduct regular routine inspections and maintenance of infrastructure, HVAC, electrical, plumbing, and mechanical and other systems that are part of the regular O&M. Repairs will be limited to minor activities that do not require specialty skills or specific licensure for construction or other activities.
(ii). Support asset management initiatives by tracking equipment performance.
(iii). Recommend upgrades or replacements based on city provided lifecycle analysis.

f. Safety & Compliance

(i). Ensure compliance with health, safety, and environmental (HSE) regulations.
(ii). Conduct safety audits, risk assessments, and hazard mitigation measures.
(iii). Participate in safety drills and training sessions.
(iv). Maintain records of safety procedures and compliance reports.

g. Documentation & Reporting

(i). Maintain logs, reports, and documentation for all O&M activities during the time we are on site and managing the shift.
(ii). Become familiar with the City of Santa Fe Policies and procedures.
(iii). Provide recommendations for process improvements and cost reduction.
(iv). Support regulatory and internal audits by maintaining proper documentation.

3. Compensation.

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable,less retainage, if any, as identified in paragraph C of this Clause.

Level 1 & 2 Operator = Superintendent
o Regular hours = $75
o After hours = $100

Level 3 & 4 operator = Journeyman or Experienced Worker
o Regular hours = $140
o After hours = $200

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate stated above in section 3 (Compensation), such compensation not to exceed $432,750.00. The New Mexico gross receipts tax (8.1875%) levied on the amounts payable under this Agreement totaling $32,750.00 shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $432,750.00.

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.

C. Retainage- The Parties agree there is no retainage.

D. Performance Bond. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate one **(1) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **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. 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **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 the 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) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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.*

8. **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 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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **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.

11. **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.

12. **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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, 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 legislature, this Contract, and any orders placed under it, shall terminate 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; 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.

This Contract is issued against the state or agency Master Agreement, established, and maintained by the [insert state or local public body name] (issuing entity), SWPA # 30-00000-23-00070 General Construction Services State-Wide and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, 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 bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is

presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507
C: 505-469-5358
O: 505-955-4642
lmalvarado@santafenm.gov

To the Contractor:

Ewan Young, President
Southwest Water Works LLC.
1751 Calle Medico, Suite P
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Ewan Young, President
Southwest Water Works LLC.
1751 Calle Medico, Suite P
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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:

_____
Alan Webber, MAYOR

DATE:_____

CONTRACTOR:
Southwest Water Works LLC.

Ewan Young
_____
Ewan Young, PRESIDENT

DATE: 06/18/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 18, 2025 16:41 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	6/20/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Tretment Plant/Professional Contract	5000367	510300		$ 432,750	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 432,750	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To increase account 510300 for Southwest Water Works. Plese see memo for detail and please add SOUTHWEST for posting of BAR

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(432,750)
TOTAL:	**(432,750)**

Linda MacAllister	6/20/2025	*{Use this form for Finance Committee/ City Council agenda items ONLY}*		Andy Hopkins	06/30/2025
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**		Budget Officer	Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*		Finance Director *{≤ $5,000}*	Date
Department Director Signature	Date	*Agenda Item #:*		City Manager *{≤ $60,000}*	Date

Docusign Envelope ID: 80704533-5689-498A-A455-32907714AD45

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AX) 0000154826
Fulcrum Contracting LLC
5400 Sanban Dr.
Las Cruces, NM 88005

Contact: Robert Macias
Email: robert@fulcrum-contracting.com
Telephone No.: 575-650-9523

Number: **30-00000-23-00070**

Amendment No.: **Four**

Term: **July 1, 2023 - June 30, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title: **General Construction Services State-Wide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Update contact information for vendor (AX) Fulcrum Contracting LLC.

From:
ron@fulcrum-contracting.com

To:
terry@fulcrum-contracting.com

Point of Contact: Robert Macias
(575) 496-2802

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
Issuing Agent

Date: 10/7/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

From: DUTTON-LEYDA, TRAVIS K.
To: MACALLISTER, LINDA M. (Contractor)
Cc: DOZIER, MICHAEL L.; ALVARADO, LEROY M.; Purchasing DET
Subject: RE: DETERMINATION REQUEST-staffing
Date: Monday, May 19, 2025 7:35:39 PM
Attachments: image002.png
image004.png

Greetings,

The scope of work as written would be General 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 (vendor # 8673) (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.
  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov _
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: 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 =/> $60k, per

NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $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.
- Please keep this as part of the procurement file for future reference.
- 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.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement 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://naspovaluepoint.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.

Book time to meet with me

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

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

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: MACALLISTER, LINDA M. (Contractor) <lmmacallister@santafenm.gov>
Sent: Monday, May 19, 2025 7:34 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>; ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Subject: DETERMINATION REQUEST-staffing

Hi Travis,

Can you give us a determination for the following SOW.

This Scope of Work outlines the responsibilities of contract support staff in assisting the City of Santa Fe with the operation and maintenance of facilities, equipment, and systems. The work includes supporting daily operations, conducting routine inspections, assisting with preventative maintenance, and making recommendations for corrective actions and system improvements. Staff will also help ensure safety compliance, maintain records, and support

documentation efforts while coordinating closely with city personnel to ensure smooth, efficient, and compliant operations.

Thank you,

Linda MacAllister

Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

SOUTWAT-06 CCHAVEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2025

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED Southwest Waterworks LLC 1751 Calle Medico Suite P Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Selective of the Southeast 39926 INSURER B : New Mexico Mutual Casualty Company 40627 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S 2504877	1/17/2025	1/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2504877	1/17/2025	1/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0109051.103	1/17/2025	1/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

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

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DocuSign Envelope ID: 08155BB7-B8D5-4532-A8FC-8DB8C864AF74

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

	Item	UOM	Description	(CI) Southwest Water Works, LLC.	(CJ) The Aisling Company, LLC	(CK) Tresco Inc	(CL) Villalobos Builders, LLC	(CM) WWRC, Inc.	(CN) Weil Construction, Inc.
Projects under Sixty Thousand $60,000.00	1	Hour	Superintendent, regular hours	$75.00	$165.00	$98.80	$79.78	$92.00	$75.00
	2	Hour	Superintendent, after hours	$100.00	$225.00	$98.80	$119.67	$115.00	$75.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	$140.00	$145.00	$110.00	$70.88	$80.00	$60.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	$200.00	$205.00	$110.00	$106.32	$90.00	$90.00
	5	Hour	Laborer, regular hours worked.	$55.00	$105.00	$77.63	$34.42	$65.00	$45.00
	6	Hour	Laborer, after hours worked	$60.00	$125.00	$77.63	$51.63	$75.00	$67.50
Projects over Sixty Thousand ($60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	$95.00	$165.00	$98.80	$79.78	$120.00	$75.00
	8	Hour	Superintendent, after hours	$155.00	$225.00	$98.80	$119.67	$145.00	$75.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	$160.00	$145.00	$110.00	$70.88	$97.00	$60.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	$225.00	$205.00	$110.00	$106.32	$115.00	$90.00
	11	Hour	Laborer, regular hours worked	$60.00	$105.00	$77.63	$34.42	$80.00	$45.00
	12	Hour	Laborer, after hours worked	$65.00	$125.00	$77.63	$51.63	$100.00	$67.50
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	$175.00	$445.00	$98.80	$85.10	$135.00	$85.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	$150.00	$245.00	$250.00	$135.00	$175.00	$115.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	$0.63	$3.75	$0.65	$0.66	$1.75	$0.66

CITY OF SANTA FE

The Purchasing Memo

Date: June 23, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Jesse Roach, Interim Public Utilities Director

Subject: On Call Telecommunications and Network Engineering Services Contract **FY26**

Vendor Name: HEI, Inc.

Munis Vendor Number: 2385

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of $162,281.25 per year, including NMGRT, for On Call Telecommunications and Network Engineering Services for a term of four (4) years with HEI, Inc., for a total of $649,125.00 over the contract term, including NMGRT.

1. Request for approval of a Budget Amendment Resolution (BAR) in the Total Amount of $649,125.00 From the Wastewater Enterprise Fund for the Contract Four-Year Term.

CONTRACT NUMBER:

The FY26 Munis contract number is 3250628

BACKGROUND AND SUMMARY:

The contractor will assist the Division as we expand our command-and-control system at the Paseo Real Water Reclamation Facility by providing professional and licensed Telecommunication and Network Engineering, Fiber Optic and Ethernet Cable Installation, Troubleshooting, Fiber Optic Testing and Certification, Ethernet Testing and Certification, and General Network Troubleshooting.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects 5000375

Munis Object Name/Number: WIP Construction 572970

Budget Officer / Designee: Andy Hopkins **Date:** 06/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP 25094 was released on April 2, 2025, and closed on April 30, 2025. Three proposals were received, and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 06/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: Eric Candelaria (Jul 7, 2025 09:50 MDT) **Title:** _____ **Date:** 07/07/2025

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:
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Professional Services Contract from RFP
BAR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each offeror should provide a Fixed Overhead Rate that will be evaluated. Offerors should also fill out the hourly rates below. The Fixed Overhead Rate and the hourly rates will be used in the final On-call Price Agreements for each offeror.

Fixed Overhead Rate Percentage: 5%

#	Description	Hourly Rate
1	Superintendent - Regular Hourly Rate – Task Order < $60,000	$ 115.00
2	Superintendent - Overtime Hourly Rate–Task Order < $60,000	$ 172.50
3	Journeyman - Regular Hourly Rate – Task Order < $60,000	$ 115.00
4	Journeyman - Overtime Hourly Rate – Task Order < $60,000	$ 172.50
5	Laborer - Regular Hourly Rate – Task Order < $60,000	$ 95.00
6	Laborer - Overtime Hourly Rate – Task Order < $60,000	$ 142.50
7	Superintendent - Regular Hourly Rate – Task Order > $60,000	$ 115.00
8	Superintendent - Overtime Hourly Rate–Task Order > $60,000	$ 172.50
9	Journeyman - Regular Hourly Rate – Task Order > $60,000	$ 115.00
10	Journeyman - Overtime Hourly Rate – Task Order > $60,000	$ 172.50
11	Laborer - Regular Hourly Rate – Task Order > $60,000	$ 95.00
12	Laborer - Overtime Hourly Rate – Task Order > $60,000	$ 142.50
13	Superintendent - Regular Hourly Rate – Emergency Response	$ 115.00
14	Superintendent - Overtime Hourly Rate– Emergency Response	$ 172.50
15	Journeyman - Regular Hourly Rate – Emergency Response	$ 115.00
16	Journeyman - Overtime Hourly Rate – Emergency Response	$ 172.50
17	Laborer - Regular Hourly Rate – Emergency Response	$ 95.00
18	Laborer - Overtime Hourly Rate – Emergency Response	$ 142.50

#	Description – Other Rates	Rates
1	Sanitary/Toilet facilities, rental rate	$ 130.00/month
2	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	$ .67/mile
3	Discount off Parts/Materials	% -5% off list

Item #: _____
Munis Contract #: _3250628_____
SWPA/GSA/Coop/RFP/ITB#: __RFP#25094_____

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 **HEI, 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 provide the following services-for the City:

The contractor will provide professional and licensed Telecommunication and Network Engineering, Fiber Optic and Ethernet Cable Installation, Troubleshooting, Fiber Optic Testing and Certification, Ethernet Testing and Certification, and General Network Troubleshooting for the City's Wastewater Management Division, Public Utilities Department.

1. The location of these services shall include but is not limited to:
   a. Paseo Real Wastewater Reclamation Facility and Remote Sites (remote pumping stations in the collection system)
2. The Contractor shall provide but not limited to following services as needed:
   a. Emergency and Non-Emergency IT and Field Support Services:
      i. Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for non-Emergency.
   b. Telecommunications and Network Engineering Service:
      i.. Provide telecommunication solutions to better expand the existing backbone cabling.
      ii. Provide design review and recommendations for projects involving all aspects of telecommunication, telemetry, and network cabling.
   c. Cabling Support and installation:
      i. Provide cabling troubleshooting and testing to verify fiber optic and ethernet cabling is up to industry standards.
      ii. Troubleshoot existing cables as needed and recommend fixes to problematic cables.

iii. Install new fiber optic and ethernet cabling as needed to incorporate new system and equipment.
iv. Provide new equipment and installation to network related equipment that is outdated or broken as the city needs.

d. Documentation:
i. Provide Documentation in AutoCAD and PDF format for any and all changes to the Network and all of the cabling included.
ii. Any work done shall be done under direct supervision of a Building Industry Consulting Services International (BICSI) certified technician.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Telecommunications and Network Engineering 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 for $600,000 excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $49,125 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 $649,125

B. Payment. The total compensation under this Agreement shall not exceed $649,125.00 for the term of this Agreement, including New Mexico gross receipts tax,

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.

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 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 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 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 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#25094 Telecommunications and Network Engineering Services** 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.

B. **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.

C. 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:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
aphardinge@santafenm.gov
505-955-4619

To the Contractor:

Will Humbard
3800 Vassar Dr. NE
Albuquerque, NM 87107
whumbard@heinm.com
505-880-1819

D. **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.

E. **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.

F. 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.

G. 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.

H. Default and Force Majeure

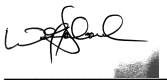
The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City 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:

_____
Alan Webber, MAYOR

CONTRACTOR:



_____
Will Humbard, President

DATE: 06/23/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 23, 2025 08:17 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____
FINANCE DIRECTOR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	6/23/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 649,125	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 649,125	$ -

To increase account 572970 for HEI. Please see memo for detail and please add HEI for posting of BAR (FY26)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(649,125)
TOTAL:	**(649,125)**

Linda MacAllister 6/23/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

From:	DUTTON-LEYDA, TRAVIS K.
To:	MACALLISTER, LINDA M.; Purchasing DET
Cc:	HEERBRANDT, PAUL F.; DOZIER, MICHAEL L.; ALVARADO, LEROY M.
Subject:	RE: FOLLOW UP/// DETERMINATION REQUEST //RFP 25094 On--call telecommunications and Network engineering Services
Date:	Thursday, March 20, 2025 5:21:06 PM
Attachments:	image002.png image004.png

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 =/> $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://naspovaluepoint.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.

Book time to meet with me

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

CITY OF SANTA FE
FINANCE

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

---

From: MACALLISTER, LINDA M. <lmmacallister@santafenm.gov>
Sent: Wednesday, March 19, 2025 9:26 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Subject: FOLLOW UP/// DETERMINATION REQUEST //RFP 25094 On--call telecommunications and Network engineering Services

Hi Travis,

Just a friendly follow up on the below determination.

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

From: MACALLISTER, LINDA M.
Sent: Friday, March 14, 2025 8:08 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Subject: DETERMINATION REQUEST //RFP 25094 On--call telecommunications and Network engineering Services

Hi Travis,

You have already told us this is professional services, but we are needing the determination. Below is the SOW. This RFP is already in process…

On-Call Network and Communication Services. The contractor will provide professional and licensed Telecommunication and Network Engineering, Fiber Optic and Ethernet Cable Installation, Troubleshooting, Fiber Optic Testing and Certification, Ethernet Testing and Certification, and General Network Troubleshooting for the City's Wastewater Management Division, Public Utilities Department. Provide design review and recommendations for projects involving all aspects of telecommunication, telemetry, and network cabling.

Linda MacAllister
Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2025

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	CONTACT NAME: Dianne Dawkins	
RSC Insurance Brokerage, Inc. 1690 S Telshor Blvd. Las Cruces NM 88011	PHONE (A/C, No, Ext): (575) 888-3413	FAX (A/C, No):
	E-MAIL ADDRESS: ddawkins@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Builders Trust of New Mexico	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HEI, Inc.
3800 Vassar, NE
PO Box 31310
Albuquerque NM 87190-1310

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 Liability **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP 0087604	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EPP 0087604	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			EPP 0087604	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC100-0005961-2025A	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2000000 $ 2000000 $ 2000000
A	Installation Floater			EPP 0087604	06/01/2025	06/01/2026	Jobsite Limit Temporary Storage Deductible	$100,000 $100,000 $1,000

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

Project: All Project in New Mexico

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
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

RSC Insurance Brokerage Inc.

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AGENCY CUSTOMER ID: 00470968

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Hei INC Blue Mountain Enterprises
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

City of Santa Fe and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. City of Santa Fe and Owner are named as Additional Insured on all policies except Worker's Compensation per written contract. A waiver of subrogation exists in favor ofCity of Santa Fe and Owner as to the general liability, auto, umbrella and workers compensation policies per written contract. The general liability, auto and umbrella policies are primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	10
3. Damage To Premises Rented To You	10
4. Supplementary Payments	11
5. Medical Payments	11
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	11
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships:	12
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	15
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
11. Broadened Notice Of Occurrence	16
12. Nonowned Aircraft	16
13. Bodily Injury Redefined	16
14. Expected Or Intended Injury Redefined	16
15. Former Employees As Insureds	16
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	18
18. Alienated Premises	18

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $ 2,500
b. Loss Of Earnings: $ 500

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(k) Cyber

Any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1) "Computer attack";

2) "Network security incident";

3) "Privacy violation"; or

4) Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property regardless of the medium or technique used.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced

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by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which

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this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Biometric information" means any:

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a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or

b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

3. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

4. "Computer attack" means:

a. Unauthorized access or authorized access for an unauthorized purpose;

b. A "malware attack"; or

c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

5. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.

6. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

7. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

8. "Malware attack" means an attack that damages a computer, computer system or

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network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.

9. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:

a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;

b. The abetting of a "denial of service attack" against one or more other systems;

c. The loss, release or disclosure of data;

d. The inability to access a computer system;

e. The unauthorized access to a computer system.

10. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or

b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California, Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

11. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".

12. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

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c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

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(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement 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.

b. Paragraph **1.d.** is replaced by the following:

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 the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

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3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

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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:

(i) 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;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a

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written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their

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employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Section I - Coverages is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Proper-

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ty Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

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CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, 1.b. is deleted in its entirety and replaced by the following:

b. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "accident";

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

(3) $2,500.

Provided the equipment, at the time of the "loss" is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph **(1)** above; or

(3) An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

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3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

   a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

   b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred; or

   b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $30 per day with $50 per day, and $900 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

   a. The most we will pay for "loss" in any one "accident" is the greater of:

      (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

         (a) Overdue lease or loan payments;

         (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

         (c) Security deposits not refunded by the lessor;

         (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

         (e) Carry-over balances from previous loans or leases, or

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(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. SECTION V - DEFINITIONS is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. SECTION V - DEFINITIONS, H. "Insured contract", **3.** is deleted in its entirety and replaced by the following:

3. An easement or license agreement;

2. SECTION V - DEFINITIONS, H. "Insured contract", **6.a.** is deleted.

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BUILDERS TRUST®
OF NEW MEXICO

WAIVER OF SUBROGATION

Insured Name: HEI INC
Insured Policy Number: WC100-0005961-2025A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/11/2024 Countersigned by Randy L. Akin

Agency Number: 6 – 8
Agency Name: Burke Insurance Group LLC

(505) 345-3477 ■ 1-800-640-3369 ■ FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 ■ P.O. BOX 91330 ALBUQUERQUE, NM 87199-1330
www.builderstrust.com

CITY OF SANTA FE

The Purchasing Memo

Date: July 8, 2025

To: Governing Body and Finance Committee

Via: Paul Joye, Chief of Police

From: Ben Valdez, Deputy Chief of Police

Subject: Extension of Animal Shelter Contract/ Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #1 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #1 increases the amount of compensation and extends the term by $150,000 not to exceed for a total compensation of $278,000 for a term of an additional six months.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is currently still under review. At this time, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized. As the current contract is set to expire on July 14, 2025, we are requesting an extension to ensure the continuity of services without interruption.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 07/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Emergency #50-M0087-24-EM158

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

CPO Comment/Exceptions: Please include the new emergency posting - 6 Months

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:

Procurement document: Emergency Determination
Original contract packet (with previous contract amendments)
Contract Amendment

City of Santa Fe New Mexico

Memo

DATE: July 8, 2025

TO: Mark Scott (Jul 10, 2025 13:13 MDT)
Mark Scott, City Manager

VIA: 7/8/25
Paul Joye, Chief of Police

FROM: 7/8/25
Ben Valdez, Deputy Chief of Police

RE: **Request for Retroactive Approval and Contact Extension -Animal Shelter Services**

In accordance with the Procurement Code and applicable procedures, this memo is to respectfully request retroactive approval and an extension of services for the emergency contract for Animal Shelter services. The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is still under active review. As of today, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized; however, an extension of the emergency determination has been approved.

The current contract is set to expire on July 14, 2025. We made efforts to include the contract extension on the Governing Body's July 9th agenda; however, we were unable to meet the submission deadline due to the shelter and legal not finalizing the contract amendment until July 3rd and purchasing requiring additional documentation, which delayed the routing of the packet for necessary approvals. The contract extension request is scheduled to appear on the Governing Body's agenda on July 30. To ensure there is no disruption in critical services, we are requesting a retroactive approval and a short-term extension of the existing contract until a new agreement is fully reached.

We confirm that the following conditions for retroactive approval have been met:

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 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;

We respectfully request retroactive approval with an effective date of **July 14, 2025**.

Please let me know if further documentation is required.

Thank you for your consideration.

Item #: _____
Munis Contract #: __3250332____
Original Contract Item #: ___25-0011____
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158_

CITY OF SANTA FE, POLICE DEPARTMENT]
AMENDMENT No. 1 TO
Contract # 3250332

Santa Fe Animal Shelter Services Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 14, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, 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 provide the City 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 Contract.

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 $150,000 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 based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed two hundred seventy-eight thousand dollars ($278,000), including gross receipts tax ("NMGRT"). NMGRT will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed ($278,000).**

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from the date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

3. 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:_____

CONTRACTOR:
Santa Fe Animal Shelter and Humane Society, Inc.

Jackie Roach
_____
JACKIE ROACH, Chief Executive Officer

_____
TITLE

DATE: 07/03/2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (Jul 3, 2025 10:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

FINANCE DIRECTOR

City of Santa Fe
Emergency Determination Form

The emergency procurement method may only be used as described in NMSA 1978, Section 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. **City Contact Info:**

Department: **Police, City of Santa Fe**
Department Director: **Paul Joye, Police Chief**
Department Contact: **Tara King**
Department Telephone Number: **(505) 955-5004**
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**
Telephone Number: **(505) 629-8351**

II. **Contractors' Information:**

1. **Loving Care Cremation**
   - **Services**: Pet cremation services, including individual and communal cremation options.
   - **Contact Information**:
     - **Phone**: (505) 466-6034
     - **Address**: 8A Old Las Vegas Hwy, Santa Fe, NM 87505

2. **Mosaic Animal Emergency & Specialty**
   - **Services**: Emergency veterinary care, specialty services, and advanced diagnostics.
   - **Contact Information**:
     - **Phone**: (505) 216-0606
     - **Address**: 20 Bisbee Ct, Santa Fe, NM 87508

3. **Roadrunner Veterinary Emergency & Specialty Hospital**
   - **Services**: Emergency and specialty veterinary care; surgery and diagnostic services.
     - **Phone:** (505) 345-2322

- **Address:** 5 Camino Karsten, Algodones, NM 87001

4. **Santa Fe Animal Shelter & Humane Society**
   - **Services**: Animal sheltering, adoption, veterinary services, and public outreach.
   - **Contact Information**:
     - **Address**: 100 Caja del Rio Road, Santa Fe, NM 87507
     - **Phone**: (505) 983-4309

5. **Top Dog Pet Resort**
   - **Services**: Pet daycare, grooming, boarding, and specialty services.
   - **Contact Information**:
     - **Address**: 100 Sun Ave, Santa Fe, NM 87505
     - **Phone**: (505) 982-6080

III. **Term of prospective contract: <u>Up to 6 months</u>**

IV. **Amount of prospective contract: <u>Two hundred thousand dollars ($200,000.00)</u>**

V. **Location of Services: <u>Throughout the City of Santa Fe</u>**

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

Scope of Work for Animal Services Contract

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city's jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

1. Shelter Operations and Animal Care

- **Facility Management**: Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control**: Accept animals brought by the City's Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control**: Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management**: Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance**: Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold's expiration unless other arrangements are specified by law.

2. Veterinary Care

- **Routine and Emergency Medical Services**: Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.
- **Veterinary Oversight**: Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

3. Licensing and Public Health Compliance

- **Licensing**: Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting**: Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

4. Storage and Disposal of Remains

- **Storage of Deceased Animals**: Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services**: Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting**: Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives**: Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

VII. **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, Section 13-1-127.**

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. Public Health Risks: Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. Legal and Regulatory Compliance: The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.

3. Immediate Animal Welfare Concerns: Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.

4. Practicable Competition: In compliance with NMSA 1978, Section 13-1-127, an expedited yet practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

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

Measures to Minimize Duration and Impact of Emergency Procurement

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. Transition Plan to Competitive Procurement: The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively preparing the necessary documents to initiate a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.

2. Short-Term Contract with Defined Limits: The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.

3. Monitoring and Evaluation: The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

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

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. Immediate RFP Process: The Department will issue a Request for Proposals (RFP) as soon as possible to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.

2. Advanced Contract Planning: In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.

3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.

4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

Certified by:

City Chief Procurement Officer, Travis Dutton-Leyda	**Date** 07/15/2025

City Approval by:

Paul Joye (Jul 15, 2025 10:30 MDT) **Department Director, Paul Joye, Police Chief**	**Date** 07/15/2025
Erin McSherry Erin McSherry (Jul 17, 2025 13:43 MDT) **City Attorney, Erin McSherry**	**Date** 07/17/2025
ANDREA PHILLIPS, Deputy City Manager ANDREA PHILLIPS, Deputy City Manager (Jul 23, 2025 10:37:18 MDT) **City Manager, Mark Scott**	**Date** Jul 23, 2025
Emily K. Oster **Finance Director, Emily Oster**	**Date** 07/17/2025

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

Item #: **25-0011**
Munis Contract #: 3250332
Emergency #: 50-M0087-24-EM158

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 **Santa Fe Animal Shelter and Humane Society, 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Sections 13-1-127 and 13-1-128, 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 Contract; and

The City and the Contractor hereby agree as follows:

1. **Scope of Work**
   A. The City Shall:
      1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.
      2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.
      3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as "dangerous dog" or "vicious dog."
      4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.
      5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (I 0) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall

immediately inform the Animal Services Supervisor of the delayed opening or early closure.

6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.
7) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established cremation rate in l.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.
8) The City reserves the right to utilize other vendors for veterinary care as needed.
9) The City reserves the right to utilize its own internal services when deemed appropriate.

B. The Contractor shall provide the following services for the City as requested by the city:

1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.
2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.
3) Accept an average of ***one hundred ten*** (***110***) stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray animals exceeds ***one hundred ten*** (***110)*** in a given month, the City will be billed separately at the Contractor's daily impound rate currently forty dollars ($40.00) per day, per animal.
4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.
5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.
6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. ***The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.***

7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently forty dollars ($40.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.
8) The City may assign the Contractor to be responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987 until the City makes the determination to assume sole responsibility for licensing animals in the City. Until such determination, the Contractor is responsible for licensing and the Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. In addition, the Contractor shall provide all data related to licensing and fees to the City. Notice to the Contractor to be responsible for licensing or to provide notice to that the City will be solely responsible for licensing will be provided in writing. The City of Santa Fe retains the express right to determine the licensing fee.
9) Provide monthly status reports, as well as individual animal records to the City.
10) Collect and retain all animal boarding fees and costs.
11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.
12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this contract.
13) If an owner of an impounded animal being held at the Contractor's facility under this contract wishes to retrieve their pet when a representative of the City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.
14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.
15) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article

1, paragraph A7. The agreed upon rate for disposal of remains by way of cremation is a flat rate of $100 per animal The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Services 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 based on the per hour/per treatment costs listed in Attachment A. such compensation shall not exceed one hundred twenty eight thousand dollars ($128,000), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed ($128,000.00).**

B. Payment. The total compensation under this Contract shall not exceed $128,000.00 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 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 fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

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) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

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 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 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 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 Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire contract 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 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.

This contract is a result of emergency procurement 50-M0087-24-.

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, 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: Paul Joye, Chief of Police, 2515 Camino Entrada, pmjoye@santafenm.gov

To the Contractor: Santa Fe Animal Shelter & Human Society, 100 Caja Del Rio
finances@SFhumanesociety.org

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, 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 paragraph 1.B of this Contract may cause the City irrevocable harm and that a remedy at law for such a failure might be an inadequate remedy for the City, and the Contractor consents to the City 's requesting 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 seek 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. 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:

Randy Randall (Jan 14, 2025 08:10 MST)

Randy Randall, Interim City Manager

DATE: Jan 14, 2025

CONTRACTOR:
Santa Fe Animal Shelter and Humane Society, Inc.

Jacqueline Roach (Jan 3, 2025 14:56 MST)

Jackie Roach, Chief Executive Officer

DATE: Jan 3, 2025

NMBTIN#: _____

ATTEST:

ANDREA SALAZAR (Jan 14, 2025 14:39 MST)

Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:

Christopher W. ryan (Jan 3, 2025 15:15 MST)

Senior Assistant City Attorney

APPROVED FOR FINANCES:

Emily K. Oster

Emily Oster, Finance Director

Attachment A

Canine Spay: $250
Canine Neuter: $200
Feline Spay/Neuter: $150

Vaccines: 1 year and boosters are $15 per application (Felines get FVRCP and Rabies, Dogs get DAPP, Bordetella, Rabies depending on age and known medical the number of applications varies by the individual, for our average intake it is 4x applications for dogs 3x for cats)

Microchip Implantation $15

Flea/Tick Preventative and Deworming varies by animal weight but for our average intake $10 each, 3 total applications in an animal's stay with us (2x deworm 1x flea/tick).

Daily Boarding to City is$45.90/day
If Medical Care is necessary, the City's Daily Cost of Care is $78.38/day

Cremation:

- Small mammals (pocket pets), fish, reptiles, birds - $15
- Companion Animals - $100

Emergency Medical Fees are variable by procedure/treatment, there are 32 line items ranging from $5 to $185 with an open cost for lab work that has to be sent to Albuquerque.

CITY OF SANTA FE

The Purchasing Memo

Date: July 22, 2025

To: Governing Body and Finance Committee

From: Christa Hernandez, Youth and Family Services Program Manager CH

Via: Henri Paul-Hammond Community Health and Safety Director HH

Subject: Mayors for a Guaranteed Income Cash Disbursement Contract with UpTogether

Vendor Name: FII-National DBA UpTogether

Munis Vendor Number: 8875

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with FII-National DBA UpTogether to Disburse Funds to Eligible Individuals as Part of the City of Santa Fe's Mayors for a Guaranteed Income Cash Assistance Program in the Total Amount of $999,000 through June 30, 2027. (Christa Hernandez, Youth and Family Services Program Manager; chernandez@santafenm,gov)

CONTRACT NUMBER:

The Munis contract number is [3260080].

BACKGROUND AND SUMMARY:

Since 2020, the City of Santa Fe has provided cash assistance to eligible constituents. Previous cash assistance disbursement was funded by Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, a Mayors for a Guaranteed Income grant, and American Rescue Plan Act (ARPA) funds. UpTogether was contracted to disburse these funds, provided logistical support to ensure the funds are reaching eligible individuals in Santa Fe, and monitored submissions to ensure funds are protected against fraud and abuse

The City of Santa Fe will continue disbursement of cash assistance through fiscal year 2027 with one time funding from the City's General Funds. To continue this work, the City requires assistance from UpTogether to assess participant eligibility, distribute funds, and track relevant data.

The City of Santa Fe will be utilizing a Statewide Price Agreement between UpTogether and the State of New Mexico Higher Education Department to provide support for their cash assistance project. The Statewide Price Agreement has a termination date of June 30, 2027, which aligns with the schedule and scope of the City of Santa Fe's Mayors for a Guaranteed Income cash assistance project. The proposed contract will extend across multiple fiscal years and will include the disbursement of $999,000.00 of City general funded cash assistance through June 30, 2027.

There will be three distributions of funds to UpTogether, based upon delivery of agreed-upon services. Funding

will serve up to 100 student parents enrolled in certificate, associates, apprenticeship, or GED programs at the Santa Fe Community College. UpTogether will submit proof of services and payments will be processed within 30 days of receiving invoices. The deliverables are outlined below:

- Payment 1: The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred fifty thousand dollars ($450,000.00). This will be paid upon completing Deliverable 1: The Contractor will provide a list of application questions, work with the City to approve all questions, and provide proof that the Contractor is ready to accept applications.
- Payment 2: The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred fifty thousand dollars ($450,000.00). This will be paid upon completing Deliverable 2: The Contractor will share evidence that the Contractor successfully distributed three months of funding to eligible participants.
- Payment 3: The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-nine thousand dollars ($99,000.00), including gross receipts tax. This will be paid upon completing Deliverable 3: The Contractor will provide a final report, including proof of all compensation disbursed through the guaranteed income program.
- Any remaining funds, not including the $99,000.00 in administrative fees, shall be reverted back to the City.

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:** 07/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

The procurement method is a Statewide Price Agreement, State of New Mexico Higher Education Department Professional Services Contract ID #25-950-9100-00098, which expires on June 30, 2027.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/23/2025

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:

CPO Service Determination Letter
Procurement document: Statewide Price Agreement
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, 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: _____

Emily Oster, Finance Director

_____ Date: _____

Item #: _____
Munis Contract #: 3260080_____
SWPA/GSA/Coop/RFP/ITB#: #25-950-9100-00098

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 FII-NATIONAL, dba UPTOGETHER, hereinafter referred to as the "Contractor" or "UpTogether," 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 Contract is in accordance with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-129, Statewide; 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 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:

A. The Contractor will oversee and distribute funds for the City of Santa Fe's guaranteed income program. This Contract is issued pursuant to the State of New Mexico Professional Services Contract #25-950-9100-00098 between UpTogether and the State of New Mexico Higher Education Department for the distribution of guaranteed income funds.

B. The Contractor shall perform the following work:

1. Develop a culturally responsive and regionally appropriate enrollment process in cooperation with City staff.
2. Track and verify that each guaranteed income program participant is eligible for the guaranteed income program per the eligibility requirements established by the City of Santa Fe. Participants will provide a form of Santa Fe Community College school identification and self-attest to the following eligibility requirements:
    i. Are enrolled in a degree, certificate, apprenticeship, or GED program at the Santa Fe Community College; and
    ii. Are the primary caregiver of a child under the age of 18; and
    iii. Are at least 18 years of age at the time of enrollment; and
    iv. Reside within Santa Fe; and
    v. Live in a household that earns 80% or less of the HUD income limit for Santa Fe, NM;
3. Track and verify the duration of a participant's participation in the guaranteed income program, including timely notification of proximity to the limit and cessation of funds once the limit has been reached;

4. Deliver monthly stipends to eligible guaranteed income program participants, totaling not more than $9,000.00 per participant;
5. Utilize accessible methods to distribute funding, specifically in situations in which the participant is unbanked, including:
    a. Virtual prepaid card; prepaid physical card with debit, ATM withdrawal, and cash back capability; issuing a paper check; utilizing digital wallets such as ApplePay and Samsung Pay; and ACH payment options;
    b. Bilingual (English and Spanish) website, enrollment form and communications; and
    c. Website/enrollment form technical support via text and phone in most languages.
6. Report on progress as requested by City staff;
7. Provide scheduled or requested reports that shall include data omitting personal identifying information that includes information regarding a participant's decision to cease participation in the guaranteed income program;
8. Maintain complete records of all activities under the Contract for reporting and audit compliance purposes;
9. Establish appropriate and effective means to guard against fraud in the execution of the guaranteed income program;
10. Collaborate with City staff, other organizations, and other contractors as needed;
11. Participant data shall be protected. Participant data shall not be shared outside of UpTogether, except with the following partners:
    i. Only deidentified data shall be shared with the City of Santa Fe;
    ii. Pending execution of data sharing agreements, UpTogether may provide relevant participant data to the following parties:
        1. Cerise Consulting – for the purpose of determining participant eligibility for guaranteed income payments, matching participants with resources, outreach to participants with other opt-in programs, and additional assistance and communication, as requested by the City, UpTogether, or Santa Fe Community College. Any data shared between Cerise Consulting and the City or other partners will be aggregate, non-personally identifying data.
        2. Santa Fe Community College (SFCC) – for the purposes of both determining participant eligibility for guaranteed income payments and evaluating the effectiveness of the guaranteed income program. Any reports produced by SFCC will include only aggregate, non-personally identifying data.

C. There will be three deliverables:
    1. Deliverable 1: The Contractor will provide a list of application questions, work with the City to approve all questions, and provide proof that the Contractor is ready to accept applications.
    2. Deliverable 2: The Contractor will share evidence that the Contractor successfully distributed three months of funding to eligible participants.
    3. Deliverable 3: The Contractor will provide a final report, including proof of all compensation disbursed through the guaranteed income program.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to distribution of guaranteed income funds 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. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services described in the scope of work, the City agrees pay the Contractor	$999,000.00
The services in the contract do not include GRT as they are paid to an out of state Contractor	+ $0.00
The total compensation for the contract including GRT is	= **$999,000.00**

1. There will be three distributions of funds to UpTogether, based upon delivery of agreed upon services. Funding will serve up to 100 student parents enrolled in certificate, associates, apprenticeship, or GED programs at the Santa Fe Community College. Up Together will submit proof of services and payments shall be processed within 30 days of receiving invoices. These are outlined below:
    i. Payment 1: The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred fifty thousand dollars ($450,000.00). This will be paid upon completing Deliverable 1: UpTogether shall complete the application for funds, City approval of the application questions, and proof that the application is ready for eligible participants to apply.
    ii. Payment 2: The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred fifty thousand dollars ($450,000.00). This will be paid upon completing Deliverable 2: The Contractor shall provide proof of having successfully distributed three months of funding to eligible participants.
    iii. Payment 3: The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-nine thousand dollars ($99,000.00), including gross receipts tax. This will be paid upon completing Deliverable 3: The Contractor shall provide a final report to the City, including proof of all expenditures.
    iv. Any remaining funds, not including the $99,000.00 in administrative fees, shall be reverted back to the City.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the

maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2027** unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations). A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

1. 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; Opportunity to Cure.

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

ii) 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.

iii) 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) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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, unless disclosure is required by law, including the New Mexico Inspection of Public Records Act ("IPRA"), court order, or subpoena.

8. 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.

9. 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, NMSA 1978, Chapter 10, Article 16.

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.

10. 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 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.

11. 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.

12. 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.

This Contract is issued pursuant to the state or agency Master Agreement, established and maintained by the State of New Mexico Higher Education Department (issuing entity), Professional Services Contract #25-950-9100-00098 for a Guaranteed Income Project, and through this language hereby incorporates this Contract 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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, including those which contain personal identifying information ("PII"), of which this PII is limited to first and last name, address on file, date of cash transaction, cash transfer amounts, and cash transfer fulfillment methods. Records containing this PII shall not be copied or recorded, and all PII shall be kept confidential. The purpose of any audit pursuant to this provision shall be to confirm UpTogether's fulfillment of its obligations under its Contract. PII contained in UpTogether's records shall be reviewed solely for this purpose, and shall not be used to determine the eligibility of participating members for any government or philanthropic funded services, programs, or resources, and shall not be used for any other government activity outside the scope of the purpose of the audit

pursuant to this provision. 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.

20. 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.

21. 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, NMSA 1978, Section 41-4-1, et. seq., 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.

22. 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.

23. 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.

24. 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: Chief Procurement Officer purchasing@santafenm.gov PO Box 909	Community Health and Safety Department Christa Hernandez 119 E. Marcy St (Suite 101)	**To the Contractor:** FII-National DB UpTogether Jesus Gerena 2041 East Street STE 1149

Santa Fe, NM 87504-0909	chernandez@santafenm.gov 505-9556728	Concord, California 94520 jesus@uptogether.org 510-452-9341

25. 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.

26. 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.

27. 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 Contract and under law or equity.

28. 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.

29. 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, with the exception of direct, unrestricted guaranteed income cash assistance already committed to eligible participants through the Contractor's UpTogether platform, 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. 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:

ALAN WEBBER, MAYOR

CONTRACTOR:FII- NATIONAL DBA UPTOGETHER

Jesus Gerena (Jul 22, 2025 13:29 PDT)

Jesus Gerena, CEO

DATE: 07/22/2025

NMBTIN#: 03-342595-00-7

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

FII-National DBA UpTogether

City of Santa Fe Workforce Training Pilot

EXPENSES	Total Budget
Pilot Member Payments	
- Direct cash Payments	$900,000
Subtotal Member Payments	**$900,000**
Pilot Implementation Costs	
- Wages and Benefits	$73,948
- Consultants	$750
- Merchant Fees	$900
- UpTogether Connect functionality and security services	$23,402
Subtotal Direct UpTogether Fund Implementation Cost	*$99,000*
Total Project Cost	**$999,000**

STATE OF NEW MEXICO
NEW MEXICO HIGHER EDUCATION DEPARTMENT
PROFESSIONAL SERVICES CONTRACT **#25-950-9100-00098**
REQUEST FOR PROPOSAL#25-950-9100-00083

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NEW MEXICO HIGHER EDUCATION DEPARTMENT**, hereinafter referred to as the "Agency," and **FII-NATIONAL**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
The Contractor shall perform the following work:

A. Develop culturally-responsive and regionally-appropriate enrollment process.
B. Track and verify that each Pilot Program participant maintains eligibility for the program as per the eligibility requirements established by NMHED AED and through the list of eligible individuals provided by NMHED AED;
C. Honor the provision to exclude immigration status from Pilot Program eligibility;
D. Deliver stipends to all qualifying Pilot Program participants each month for up to 12 months total per participant lifetime;
E. Utilize accessible methods including in situations in which the participant is unbanked, including
    a. Virtual prepaid card; prepaid physical card with debit, ATM withdrawal, and cash back capability; issuing a paper check; utilizing digital wallets such as ApplePay and Samsung Pay; and ACH payment options
    b. Bilingual (English and Spanish) website, enrollment form and communications
    c. Website/enrollment form technical support via text and phone in most languages
F. Track and verify the duration of a participant's program participation to avoid extending funding beyond the lifetime limit of 12 months, including timely notification of proximity to the lifetime limit and cessation of funds once the limit has been reached;
G. Notify NMHED AED in a timely manner of a participant's decision to cease participation in the Pilot Program;
H. Track and respond in a timely manner to changes in participant status, discontinued eligibility, suspension, and program termination;
I. Establish appropriate and effective means to guard against fraud in the execution of the Pilot Program;
J. Maintain complete records of all activities under the contract for reporting and audit compliance purposes;
K. Report on progress on a monthly basis and also upon request to the NMHED AED Director;
L. Collaborate with NMHED AED staff, other state agencies, organizations, and other contractors as needed;

M. Carry out additional responsibilities or duties related to Section 9-25-24 NMSA 1978as determined by consultation among various stakeholders.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of nine hundred ninety-nine thousand dollars ($999,000.00) BASED UPON DELIVERABLES, such compensation not to exceed ($999,000.00), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($999,000.00). 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 Agency 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 those services in excess of the total compensation amount being provided.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred thirty-three thousand dollars ($333,000.00), including gross receipts tax in **FY25**. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($333,000.00) in FY25.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred thirty-three thousand dollars ($333,000.00), including gross receipts tax in **FY26**. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($333,000.00) in FY26.**

The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred thirty-three thousand dollars ($333,000.00), including gross receipts tax in **FY27**. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($333,000.00) in FY27.**

B. Payment in FY25, FY26, and FY27 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 GSD/SPD. All invoices MUST BE received by the Agency 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.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency 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 Agency 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. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor 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. Contractor'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 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 Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency 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 Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction

by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, 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 Agreement 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 Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. 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 Agency proposes an amendment to the Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement 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 Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

18. 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 Agreement may be terminated by the Agency.

19. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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 Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor 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, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of 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. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
Amber Gallup, Ph.D., Adult Education Division Director
New Mexico Higher Education Department

2044 Galisteo Street, Suite 4
Santa Fe, NM 87505
Amber.Gallup@hed.nm.gov

To the Contractor:
Jesús Gerena, President/CEO
FII-National
2041 East Street STE 1149
Concord, California, 94520
jesus@uptogether.org

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By: _____ Date:_____
Agency

By: _____ Date:_____
Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date:_____
Agency's Chief Financial Officer

By: _____ Date: April 4, 2025
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and/or compensating taxes.

ID Number: **Out-of-State Vendor/Work Performed Out-of-State**

By: _____ Date:_____
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date:_____
GSD/SPD Contracts Review Bureau

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/11/2025

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 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

Integral Insurance Solutions
555 1st St Ste 302
Benicia CA 94510

CONTACT NAME: Philip Thomas
PHONE (A/C, No, Ext): 707-400-0636 FAX (A/C, No): 707-742-2888
E-MAIL ADDRESS: mail@integralins.net

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Evanston Insurance Company	35378
INSURER B :	Hartford Casualty Insurance Company	29424
INSURER C :	Palms Insurance Company, Limited	-----
INSURER D :	Travelers Casualty and Surety Co of America	19046
INSURER E :	Trisura Specialty Insurance Company	16188
INSURER F :		

INSURED

FII-National Corp
aka: FII National
663 13th St Ste 200
Oakland CA 94612

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	2AA413755	09/02/2024	09/02/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			2AA413755	09/02/2024	09/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WECAV3F70	12/14/2024	12/14/2025	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions	Y		MPL00039400	09/02/2024	09/02/2025	OCCURRENCE / AGGREGATE	$1,000,000 / $3,000,000
D	Directors & Officers			107694199	09/02/2024	09/02/2025	OCCURRENCE / AGGREGATE	$2,000,000 / $2,000,000
E	Cyber Liability			660502005	09/02/2024	09/02/2025	OCCURRENCE / AGGREGATE	$1,000,000 / $1,000,000
D	Crime Insurance	Y		107694199	09/02/2024	09/02/2025	OCCURRENCE / AGGREGATE	$5,000,000 / $5,000,000

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

City of Santa Fe are additional insured per blanket endorsement

Policies shall not be changed or canceled until thirty (30) days written notice has been given to the certificate holder

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

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CITY OF SANTA FE

DATE: July 16, 2025

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

VIA: Henri Hammond-Paul, Community Health and Safety Director
Marcella Apodaca, Business Operations Manager Marcella Apodaca

FROM: Christa Hernandez, Youth and Family Services Program Manager Christa Hernandez

ITEM AND ISSUE:
Request approval to re-appropriate funding from FY25 in the amount of $1,000,000.00 into FY26 that was allocated for the Mayors for a Guaranteed Income Program.

BACKGROUND AND SUMMARY:
Mayors for a Guaranteed Income (MGI) was founded in June 2020 in Stockton, CA. Mayors across the nation, including Mayor Alan Webber, came together on this network to implement guaranteed income projects across the country to lift up adults in these communities. A guaranteed income is an unconditional monthly cash payment given directly to individuals meant to supplement, rather than replace, the existing social safety net services available to these individuals.

In 2021 the City of Santa Fe received a grant for $500,000 from MGI to help young student parents enrolled at Santa Fe Community College. The work continued with an additional $500,000 in American Rescue Plan Act (ARPA) funding that was approved by Mayor Webber and the City Council in 2022. This third year of MGI is supported through one time funding provided by the City of Santa Fe in the amount of $1,000,000.00.

The goal of the Santa Fe MGI project is to assist young parents attain their educational goals so that they can provide a stable income for themselves and their families in the future. This funding will target up to one hundred (100) young parents, making less than 80% of the Average Median Income (about $63,700 for a family of two or $79,600 for a family of four) enrolled in a degree, certificate, apprenticeship, or GED program at the Santa Fe Community College (SFCC).

ACTION REQUESTED:
The Community Health and Safety Department requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

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	GrantsSvcs	Type	Expense	Status Active
Project			Rollup	CDHSC	HumanServicesCNT
			Sub-Rollup		

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)	4,188,665.89	4,166,712.14	1,184,124.80	.00
Encumbrances	4,466,645.10	.00	.00	-19,356.20
Requisitions	.00			3,596,709.00
Available	5,917,125.01	3,972,726.86	5,097,877.20	-974,402.80
Percent used	59.40	51.19	18.85	137.43

Account Inquiry [CITY OF SANTA FE] > Account Detail > Journal Additional Comments

Line	6				
Org	2400122	Human Services			
Object	510400	Grants and Services			
Project					
Account	240-30-10-1150-122-00-000-510400-				
Acct desc	Grants and Services				
Line desc	YFD OneTime CC 02/26/25 #9hh				
Eff date	02/28/2025	Trans type	5	Budget year	2025
Ref1	COM				
Ref2/3/4	YFD	T		YFD OT BAR	
Amount	1,000,000.00			Over budget	N

Account Inquiry [CITY OF SANTA FE] > Account Detail

Org 2400122 Object 510400 Project Account 240-30-10-1150-122-00-000-510400-

Account Description Grants and Services

Posted	YR/Per	Journal	Eff Dt	Post Date	Src	Ref1	Project String	PO/Ref2	Ref3	Ref4	Amount	Check #	War
Y	2025/12	512083	06/02/25	06/10/25	BUA	COM		YFD	T	VAWABDGT	20,000.00		
Y	2025/11	513780	05/23/25	05/29/25	BUA	COM		YFD	T	YFDEMGSHEL	1,900,000.00		
Y	2025/10	513904	04/30/25	05/05/25	BUA	COM		YFD	T	MICRO COMM	2,000,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	150,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	1,375,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	30,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	125,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	158,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	1,000,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	250,000.00		
Y	2025/08	583357	02/28/25	03/04/25	BUA	COM		YFD	T	YFD OT BAR	350,000.00		
Y	2025/05	550241	11/05/24	11/13/24	BUA	COM		YFD	T	MOTELLEASE	743,259.00		
Y	2025/02	521366	08/16/24	08/20/24	BUA	COM		YFD	T	Consuelo's	150,000.00		

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth and Family Division	7/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2400122	510400		1,000,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,000,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Re-appropriate grant funding from FY2025 to FY2026.

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

Marcella Apodaca — 7/15/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date: 07/16/2025

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — 07/16/2025
Budget Officer — Date

Emily K. Oster — 07/23/2025
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

The Purchasing Memo

Date: July 17, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director EC

Subject: Tyler Munis Upgrade/Payroll Support

Vendor Name: Ciber Pathway Inc

Munis Vendor Number: 8397

ITEM AND ISSUE:

Request for Approval of Amendment #3 to Professional Services Agreement Item #22-0266 with Ciber Pathway Inc to Increase the Compensation by $1,771,968.00 for a New Total Amount of $6,078,116.40 and to Extend the Termination Date to June 13th, 2026. (Eric Candeleria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3203383.

BACKGROUND AND SUMMARY:

Ciber Pathway Inc will provide continued support with the upgrade to the newest version of Tyler Munis system. This support will include Tyler Cashiering support, HR and Payroll services, as well as UKG Kronos and Telestaff production testing and support. The support team will include Project Manager, Payroll SME, HR SME, SQL Server Reports Developer, Kronos Consultant, Tyler EnerGov Consultant, and ERP Business Analyst.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Special Projects / 325

Munis Org Name/Number: ITT ERP / 3253950

Munis Object Name/Number: Other Consulting / 510340

Budget Officer / Designee: Andy Hopkins **Date:** 07/18/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source # 40M0087-24-CP101

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/21/2025

CPO Comment/Exceptions: Fran Dunaway, CPO intial approval 3/21/22, 40-M0087-24-CP101

50-M0087-25-CP182

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria (Jul 17, 2025 16:37 MDT) **Title:** Director, ITT **Date:** 07/17/2025

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:
Ciber Pathway Inc. Amendment #3 to Item#22-0266
Ciber Pathway Inc. Amendment #2 to Item#22-0266
Ciber Pathway Inc. Amendment #1 to Item#22-0266
Ciber Pathway Inc. Professional Services Agreement Item#22-0266
Sole Source # 40M0087-24-CP101
Retro-Active Term Approval
Quote
Certificate of Insurance
W9

Item#_____
Munis Contract#3203383
Original Contract Item# 22-0266
Sole Source #: 50-M0087-25-CP182

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES CONTRACT

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Ciber Pathway 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 provide business analysis services and support.

B. Pursuant to Article 13 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. SCOPE OF SERVICES

Article 1 of the Contract is amended to provide additional services for the City as described in Exhibit A, quote number CP10135 and Exhibit B Statement of Work.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $1,771,968.00 so that Article 3, paragraph A reads in its entirety as follows:

1. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed six million, seventy-eight thousand, one hundred sixteen

and forty cents ($6,078,116.40), including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipt tax and expenses, shall not exceed six million, seventy-eight thousand, one hundred sixteen and forty cents, ($6,078,116.40). 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 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 those services in excess of the total compensation amount being provided.

3. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 13, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-1-150 through 152.

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. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: Ciber Pathway Inc

Krishna Gajavelli
Krishna Gajavelli (Jul 9, 2025 11:59 CDT)
Krishna Gajavelli, President

DATE: 07/09/2025

DATE:_____

CRS#03-323501005

Registration # _____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

8751 Collin Mckinney Pkwy
McKinney, TX 75070
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	4/23/2025
QUOTE #	CPI0135
CUSTOMER ID	CPI238
VALID UNTIL	4/30/2025

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ciber Pathway FY26 Contract (July 2025 - June 2026)	
Tyler Munis HR/Payroll and Benefits Consultant - Senior Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training - 1650 Hours/12 Months at $145/HR	$ 239,250.00
Tyler Munis HR/Payroll and Benefits Consultant - Mid Level Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations, documentation. Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training- 1650 Hours/12 Months at $115/HR	$ 189,750.00
SQLServer Reports Developer Assist with conversion of EnerGov crystal reports to SSRS, Create new reports as required by business for day to day operations or to generate CSV, Excel file sfrom Tyler Munis, EnerGov to provide to third party systems. Retrofit existing reports for any table changes for future upgrades. 960 Hours/12 Months @ 110 HR	$ 105,600.00
Kronos Consultant Technical assistance with Kronos Dimension Upgrade, Production Support, Test any future service pack implementations. - 1650 Hours/160 Month @145/HR	$ 239,250.00
Tyler EnerGov Consultant Assist COSF with EnerGov workflows, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. 1650 Hours/160 Month @145/Hr	$ 239,250.00
Tyler Munis Finance Consultant - Senior Assist Tyler Munis Upgrades, Service Packs and Migration to AWS. Will be responsible for system testing, assist with UAT, configuration updates. Assist business with any new module implementation. 1650 Hours/12 Months at $145/HR	$ 239,250.00
ERP Business Analyst - Mid to Senior Level Provide ERP support on business process and solutions. Design and document all business requriements and process/workflows. Participate in requirements gathering sessions, work wirh customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1650 Hours/160 Month @ 120/HR	$ 198,000.00
Project Manager/Advisor - Project Implementations	$ 239,250.00

Project Manager/Advisor to help with Tyler Munis Upgrades, Create project plans and guide projects to be implemented ontime with minimal disruptions. Advise and help COSF ITT/PMO office on various projects as needed. 1650 Hours/160 HRS/Month @145/HR		
	Subtotal	1,689,600.00
	GRT Tax	4.875%
	Tax due	82,368.00
	Other	-
	TOTAL	**$ 1,771,968.00**

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
2. Payment will be due on receipt of the invoice.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____ _____

Print Name:

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

STATEMENT OF WORK

FOR

System Support Services
(Tyler Munis, Kronos and EnerGov)

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1.1 Services Scope

Under this contract, Ciber Pathway Inc will independently provide support services to satisfy the overall operational objectives of the City of Santa Fe ITT PMO office. The primary objective is to provide services and deliverables through the performance of support services.

1.2 Services, Roles & Responsibilities Work Streams:

This section defines the key work streams that are directly related to this project. All services and deliverables performed within the scope of this work will fall into one of the work streams below:

Work Streams:

- Program/Project Management
- Functional Process Design/Configuration and Testing
- Deployment and Immediate post go-live support.
- Reporting

1.2.1 Program/Project Management & Governance:

The objective of this workstream is to have Program/Project Management team collaborate with City of Santa Fe throughout the program to ensure project management will governance processes be defined, designed, executed, and refined, as needed.

- Develop Project plans for projects assigned to Ciber Pathway Inc
- Establish and retain a resourceful City of Santa Fe project team who can address all aspects of the project scope and produce the required deliverables
- Establish and retain a resourceful Ciber Pathway Inc project team who can address all aspects of the project scope and produce the required deliverables
- Establish procedures for knowledge transfer between City of Santa Fe and Ciber Pathway Inc team.

- Verify that a project budget has been established and that appropriate tracking mechanisms are in place.
- Track the overall progress of the project according to the work plan and ensure that regular status reports are produced, distributed, and reviewed on a timely basis.
- Create project status reports and attend meetings with project stakeholders and City of Santa Fe executive team to provide status updates, risks and any anticipated project delays.
- Verify that regular project/cross-team communications are produced and are available to the core and extended project team members.
- Monitor and manage project issues.
- Verify that Quality Assurance procedures and processes are in place that will help generate high-quality work products and deliverables and a final product that meets the business requirements
- Regularly analyze project risks and establish processes and procedures to prevent or manage these risks
- Establish procedures and processes for capturing, escalating, and resolving the various types of project issues
- Establish and refine change control procedures and processes throughout the project life cycle.
- Document and facilitate key design decisions and ensure the right inputs are provided by the right parties on time to the right decisionmakers

1.2.2 Functional Process Design/Configuration and Testing:

The objective of this work stream is to realize the required ERP Upgrade so that the City of Santa Fe departments are fully supported across their end-to-end business processes.

More specifically, the activities in this work stream will assist in:

- Review and understand the existing requirements, gaps, and challenges already identified with respect to the business needs.
- Provide ongoing current state business process and legacy solution content, materials and City of Santa Fe subject matter personnel to ensure ownership of requirements, design, configuration, and testing priorities, decisions, deliverables, and results.
- Create design documentation that specifies package configuration choices and recommended options based on understood requirements
- Develop white papers and stakeholder communication content, via high quality and clear documentation, for all applicable new designs, business rules, and key decisions that need to be understood and accepted.
- Develop functional specifications for all applicable new designs, interfaces, workflows,

and extensions
- Define ERP implementation configuration and development standards and best practices that should be leveraged.
- Provide test plans, scripts, cases that can be reused
- Develop a testing strategy, plan, and schedule for City of Santa Fe businesses, including integration and user acceptance testing.
- Ensure clear documentation and execution of all defined test scenarios
- Monitor testing and provide test results/status and action plans to fix defects
- Assist City of Santa Fe users in performing user acceptance testing.

1.2.3 Reporting:

The objective of this workstream is to meet the reporting needs for the City of Santa Fe departments and businesses:

- Identify City of Santa Fe reporting needs.
- Create and approve inventory of reporting development objects to meet gaps
- Ensure development approach is consistent with reporting architecture defined by Tyler Munis.
- Build and unit test reports
- Incorporate reporting into end-to-end integration and UAT test plans
- Assist City of Santa Fe business users in conducting UAT.
- Develop reporting training materials

1.2.4 Deployment and Immediate Post Go-Live Support

The objective of this work stream is to ensure an accelerated and high quality implementation followed by a focused and experienced support effort. The ultimate goal is to minimize business disruption and maximize user adoption. More specifically, the activities in this work stream will assist in:

- Providing an implementation schedule and associated staffing that can meet the demands of the rollout.
- Ensuring site readiness prior to cutover.
- Ensuring City of Santa Fe organization readiness to provide expanded support of the ERP solution to stakeholders.

1.3 Team Structure

All proposed key personnel must be approved by City of Santa Fe and named as “key personnel” in the contract. System Integration key personnel shall include, but not be limited to, the positions described below.

Sr. Program/Project Manager

The Project Manager will be City of Santa Fe’s primary point of contact throughout the project. The Project Manager will serve as the day-to-day, System Integrator lead and work directly with his/her counterpart at City of Santa Fe. This role is widely held as the most critical role to successfully support projects assigned to Ciber Pathway.

Functional/Process Leads/SME

These Functional/Process Leads/SME’s will provide project management capabilities for their functional/process domain and will be paired with City of Santa leads for each domain. These individuals will possess knowledge of functional modules as well as process, configuration and integration best practices. These leads will be able to proactively guide the City of Santa Fe’s team throughout the upgrade project.

Reporting Analyst

Reporting analysts will provide report development utilizing approved tools by Tyler Munis architecture.

1.3.1 Staffing Assumptions:

All personnel assigned to project are expected to work offsite or pre-arranged (Onsite-Offsite) schedule that is approved by Ciber Pathway Inc and as well as City of Santa Fe project management team.

Item# 24-0387
Munis Contract# 3203883
Original Contract Item# 22-0266 SOLE SOURCE:40/M0087/24 Approved, 05/10/2024

CITY OF SANTA FE
AMENDMENT No. 2 TO
Professional Services Contract (Tyler Munis Support)
ITEM# 22-0266

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Ciber Pathway 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 provide business analysis services and support.

B. Pursuant to Article 13 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. SCOPE OF SERVICES

Article 1 of the Contract is amended to provide additional services for the City as described in Exhibits (A).1, (A).2, and (A).3, quote numbers CP10034, CP10033, and CP10034, respectively.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of $1,484,778.30 so that Article 2, paragraph A reads in its entirety as follows:

A The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate

of compensation not to exceed four million, three hundred six thousand, one hundred forty-eight dollars and forty cents ($4,306,148.40), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($4,306,148.40). 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 those services in excess of the total compensation amount being provided.**

3. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the Contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 14, 2024 17:34 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 14, 2024

CONTRACTOR:

Krishna Gajavelli

Krishna Gajavelli (Apr 22, 2024 16:26 CDT)

KRISHNA GAJAVELLI

President

TITLE

DATE: Apr 22, 2024

CRS# 03-323501005

Registration # _____

ATTEST:

CITY CLERK XIV

GB MTG 06/12/2024

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Item# 23-0454
Munis Contract# 3203883

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0266

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICESAGREEMENT, dated June 8, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Ciber Pathway 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 Agreement, Contractor has agreed to provide business analysis services.

B. Pursuant to Article 13 of the Agreement, 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 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $1,304,112.60 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed two million eight hundred twenty-one thousand three hundred seventy dollars and one cent ($2,821,370.10), including

gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($2,821,370.10). 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 those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Jun 29, 2023 17:11 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 29, 2023

CONTRACTOR:
CIBER PATHWAY

NAME

President
TITLE

DATE: 05/11/2023
CRS# 03-323501005

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/28/23 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 11, 2023 15:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 29, 2023 16:50 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#3253950.510340 ERP, Other Consulting AH
AH

Item# 22-0266
Munis Contract# 3203383

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Ciber Pathway 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, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City as described in Exhibit "A" attached hereto and incorporated herein

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of compensation not to exceed One Million, Five Hundred Seventeen Thousand, Two Hundred Fifty-Seven Dollars and Fifty Cents ($1,517,257.50), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,517,257.50). 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 those services in excess of the total compensation amount being provided.**

B. 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.)

C. 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. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. 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.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 Agreement. 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.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. 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.

15. Penalties for violation of law.

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

16. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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, sec. 38-3-2 . By execution of this Agreement, 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 Agreement.

18. 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 Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

21. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Attn: Manuel Gonzales, ITT Director
200 Lincoln Ave. Santa Fe, NM 87504, mmgonzales@santafenm.gov].

To the Contractor: Ciber Pathway Inc.
Attn: Krishna Gajavelli, 5601 NW 72nd Street STE 178G, Warr Acres, OK 73132
accounts@ciberpathway.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

28. Merger.

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

29. 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.

30. 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.

31. 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.

32. 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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jun 13, 2022

CONTRACTOR:
Cipher Pathway Inc.

NAME Krishna Gajavelli

President
TITLE

DATE: 05/18/2022
CRS# 03-323501005
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/08/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jun 13, 2022 09:23 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

Org. Name/Org#. 3253950.510340 ERP, Other Consulting AH
AH

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 4/4/2024 **Prepared By:** David C. Tapia

Email: dctapia@santafenm.gov **Phone #:** 505-955-5523

Description of Goods/Service to be Procured (short title):
Tyler Munis and Tyler Energov Support Services

Vendor Name: Ciber Pathway

Address: 5601 NW 72nd Street 178G

City: Warr Acres **State:** OK **Zip Code:** 73132

Justification (choose from the drop down): Unique Expertise

Type of good/service (choose from the drop down): Maintenance and Support

***Estimated Cost:** $1,484,778.30Increase **Term of Contract:** 4 Year

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC.
(12) Twelve Months of Service

Conversion: To Contract **Org / Object:** 3253950.510340

Place checkmarks to affirm you agree and have included these documents:

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**
☒ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.**

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ There is only one source for the required service, construction, or item of tangible personal property.

☒ The service, construction, or item of tangible personal property is unique, and this uniqueness is substantially related to the intended purpose of the contract.

☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The City of Santa Fe's current platform is Tyler Technologies MUNIS version 19.3 and data are Cloud Based and hosted on Tyler Technologies. The City implemented Tyler Technology utilizing version 11.3 in 2019. Tyler Technologies consists of MUNIS Financial and MUNIS Human Capital Management (HCM), MUNIS has over 1,100 City staff end users, 7,000 registered City vendors, and has processed over 10 million transactions. Version 11.3 was over two (2) years in existence with the City of Santa Fe when a necessary upgrade to version 19.3 was required.
A prerequisite for a successful MUNIS upgrade implementation was to bring on board a dedicated Contractor who was involved in both planning the MUNIS upgrade and providing necessary training. Best Practices dictated hiring external resources who are experts in local government management, technology systems, organizational management, guidelines, requirements, business processes, user roles, workflows, training, policies, and procedures. For continued success in this implementation Ciber Pathway will continue functionality for daily operations of the City of Santa Fe providing production support with Tyler Applications, UKG (Time Clock Management) Applications, and other operations as detailed in the attached statement of work.

For a detailed Statement of Work please see Exhibit (A) for the Quote of Services to be Provided.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

The City of Santa ITT Department determined a need to utilize an external resource with the necessary expertise to support multiple functions within Tyler Technologies. During the initial implementation phase Ciber Pathway established a statement of work that would meet the initial desired requirements and expertise for the sections identified that required additional support. Through implementation and upgrade the ITT Department identified and determined the following needs for continued support:

1. Work with the payroll team to ensure timely and accurate payroll processing.
2. Troubleshoot and provide technical support with issues in the Tyler Munis database.
3. Provide assistance with the Tyler Munis and UKG (Employee Time Management) processes.
4. Preform various analysis for better understanding and streamlining Tyler Munis functions.
5. Create and/or update documentation to reflect the changes made to the system as a result of problem solution for Tyler Munis.
6. Shall assist preparing data
7. Will assist with data validation and verification in the database.
8. Assist in the continued development of materials for the new version 19.3 systems and functions.

The complex services required by the City of Santa Fe going forward must be built upon the prior service and expertise demonstrated by Ciber Pathway Inc in various systems that the City currently utilizes on a day-to-day basis for payroll processing, budgeting, financials management and employee time tracking. As the current service provider Ciber Pathway Inc is positioned to understand what has been developed to date, what work is needed to advance the project and provide support.

3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.

Please see Exhibit (B) for a detailed description of Ciber Pathway's experience, qualifications, and capabilities which demonstrates their unique ability to assist the City of Santa Fe in this upgrade.

4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

- Contractor provided assistants with migration of the old payroll system into current Tyler Munis database
- Understanding of current essential Munis functions
- Understanding of the current Tyler Munis database
- Familiarity with Tyler Munis Technical Support
- Familiarity with Division's processes and procedures
- Contractor assisted with development of the current Tyler Munis database
- Contractor assisted with data validation and verification in the current database

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Apr 9, 2024

Department Approval by:

Eric Candelaria (Apr 8, 2024 09:54 MDT)

Eric Candelaria, Department Director

Date: Apr 8, 2024

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: May 14, 2024

CiberPathway
Quality IT Services

8751 Collin McKinney Pkwy STE 105
McKinney, TX 75070
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	4/5/2024
QUOTE #	CPI0034
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2024

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Tyler & Kronos Support Services FY25	
Tyler Cashiering Support as needed (20 Hrs/Month)	$ 34,800.00
HR and Payroll Support Services (176 Hrs/Month - October 2024 - June 2025)	$ 229,680.00
FIN SME Tyler Upgrade July - September (176 Hrs/Month - October 2024 - June 2025)	$ 229,680.00
Business Analyst Tyler Upgrade July - September (176 Hrs/Month - October 2024 - June 2025)	$ 198,000.00
Kronos and Telestaff Production Support (120 Hrs/Month July 2024 - June 2025)	$ 208,800.00
Subtotal	900,960.00
GRT Tax	4.875%
Tax due	43,921.80
Other	-
TOTAL	$ 944,881.80

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
2. Payment will be due on receipt of the invoice.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____

Print Name:

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!

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McKinney, TX 75070
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Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	4/5/2024
QUOTE #	CPI0033
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2024

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Tyler Munis 2021 Upgrade - June 2024	
Project Manager Funding June	$ 27,280.00
Payroll SME Funding	$ 25,520.00
HR SME Funding	$ 23,760.00
	Subtotal 76,560.00

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
2. Payment will be due on receipt of the invoice.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____ _____

Print Name:

GRT Tax		4.875%
Tax due		3,732.30
Other		-
TOTAL	$	80,292.30

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

1. Customer will be billed at the end of the month for the services provided for that month.
2. Payment will be due on receipt of the invoice.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____ _____

Print Name:

GRT Tax	4.875%
Tax due	21,364.20
Other	-
TOTAL	$ 459,604.20

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

CiberPathway
Quality IT Services

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McKinney, TX 75070
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Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	4/5/2024
QUOTE #	CPI0034
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2024

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Tyler Munis 2021 Upgrade -FY25	
Project Manager Tyler Upgrade July - September	$ 81,840.00
Payroll SME Tyler Upgrade July - September	$ 76,560.00
HR SME Tyler Upgrade July - September	$ 71,280.00
FIN SME Tyler Upgrade July - September	$ 76,560.00
Business Analyst Tyler Upgrade July - September	$ 66,000.00
Report Analyst Tyler Upgrade July - September	$ 66,000.00
Subtotal	438,240.00

TERMS AND CONDITIONS

8751 Collin McKinney Pkwy
Suite # 105
McKinney, TX 75070
Ph:405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

EXHIBIT B

April 2nd, 2024

Ciber Pathway Inc., Experience and Qualifications:

- As the current professional service provider for City of Santa Fe, Ciber Pathway Inc is positioned to understand what has been configured, developed to date as part of Tyler Munis Implementation.
- Ciber Pathway Inc has assisted City of Santa Fe in Upgrading Tyler Munis from v11.3 to v2019 successfully on schedule and within allocated budget.
- Ciber Pathway Inc thoroughly understands what is needed to advance project to support HCM and Finance with Upgrade, and product enhancements and post-production support.
- Ciber Pathway Inc possesses the knowledge of the City's Tyler Munis HCM/Payroll and FIN implementation, Software Package, Configuration.
- Ciber Pathway Inc has extensively helped City of Santa Fe with various projects so far (Payroll implementation, Payroll day-to-day support, Payroll Year end forms, Leave Accruals, HCM Year End forms, Finance Audit reports, Support for Auditors and Year end close process).
- Ciber Pathway Inc has wide range expertise in implementing, supporting and upgrading ERP products (PeopleSoft, JDEdwards, Tyler Munis), Time Tracking systems like Kronos and other reporting tool that are added benefits to City of Santa Fe.
- Ciber Pathway Inc was able to create, generate and produce many different reports for Finance, HR, Payroll as needed (regulatory, statutory and business validation).
- Ciber Pathway Inc helped Auditors hired by CoSF in generating reports out of Tyler Munis and JD Edwards system for FY20, FY21 and FY22 audits.
- As the current service provider Ciber Pathway Inc, supports payroll department with payroll processing on bi-weekly basis.
- Ciber Pathway Inc helped with data conversion of Payroll data from JDEdwards to Tyler Munis.
- Ciber Pathway Inc was successfully able to help CoSF HR department create, upload and print 1095C forms to adhere with ACA requirements for calendar year 2019, 2020 and 2021 as required by IRS.
- Ciber Pathway Inc has been helping City of Santa Fe process, validate and generate payroll year end W2's from Tyler Munis payroll module for the past 3 years.
- Ciber Pathway Inc consultants has over 22 years of combined experience in implementing, upgrading and support other ERP products including (Oracle ERP,

8751 Collin McKinney Pkwy
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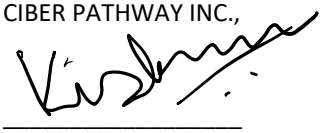
Ph:405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

PeopleSoft, SAP, Tyler Munis and Workday) with different industries including local government, state governments and private sectors.

Please feel free to give me a call if you have any questions. We look forward for your continued business.

CIBER PATHWAY INC.,



Name: Krishna Gajavelli

Title: President

Date: 04/02/2024

Ciber Pathway Sole Source FY25 Signed

Final Audit Report 2024-04-09

Created:	2024-04-09
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAevXHsTZ2YKHthdCwtAqcCUjwyJ4EQ9zA

"Ciber Pathway Sole Source FY25 Signed" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-09 - 5:35:52 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-04-09 - 5:37:19 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-04-09 - 9:36:58 PM GMT - Time Source: server

Agreement completed.
2024-04-09 - 9:36:58 PM GMT

Powered by Adobe Acrobat Sign

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, May 11, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #40-M0087-24-CP101 - 30 Days

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.

Your Sole Source #**40-M0087-24-CP101** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

40-M0087-24-CP101_Ciber Pathway Sole Source FY25 Final

Final Audit Report 2024-05-14

Created:	2024-05-13
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVFqVwAmsVT_Gyu5-Dwyp_7wLuMXg_q-H

"40-M0087-24-CP101_Ciber Pathway Sole Source FY25 Final" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-05-13 - 10:48:48 PM GMT- IP address: 63.232.20.2

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2024-05-13 - 10:49:46 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-13 - 11:13:50 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-14 - 3:04:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-05-14 - 3:04:25 PM GMT

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City of Santa Fe, New Mexico
Memorandum

DATE: June 30th, 2025

TO: Mark Scott, City Manager

VIA: Eric Candelaria, ITT Department Director

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for Amendment #3 to PSA Item #22-0266

ITEM & ISSUE:
Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Ciber Pathway Inc Amendment #3 to Professional Services Agreement Item #22-0266 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:

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 (Jul 7, 2025 15:50 MDT)

Mark Scott, City Manager

Eric Candelaria (Jul 7, 2025 14:48 MDT)

Eric Candelaria, ITT Director

8751 Collin Mckinney Pkwy
McKinney, TX 75070
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	6/2/2025
QUOTE #	CPI0135
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2025

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ciber Pathway FY26 Contract (July 2025 - June 2026)	
Tyler Munis HR/Payroll and Benefits Consultant - Senior	$ 239,250.00
Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and	
Tyler Munis HR/Payroll and Benefits Consultant - Mid Level	$ 189,750.00
Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations, documentation. Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training- 1650 Hours/12 Months at $115/HR	
SQLServer Reports Developer	$ 105,600.00
day to day operations or to generate CSV, Excel file sfrom Tyler Munis, EnerGov to provide to third party systems. Retrofit existing reports for any table changes for future upgrades. 960 Hours/12 Months @ 110 HR	
Kronos Consultant	$ 239,250.00
Technical assistance with Kronos Dimension Upgrade, Production Support, Test any future service pack implementations. - 1650 Hours/160 Month @145/HR	
Tyler EnerGov Consultant	$ 239,250.00
Assist COSF with EnerGov workflows, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. 1650 Hours/160 Month @145/Hr	
Tyler Munis Finance Consultant - Senior	$ 239,250.00
Assist Tyler Munis Upgrades, Service Packs and Migration to AWS. Will be responsible for system testing, assist with UAT, configuration updates. Assist business with any new module implementation. 1650 Hours/12 Months at $145/HR	
ERP Business Analyst - Mid to Senior Level	$ 198,000.00
Provide ERP support on business process and solutions. Design and document all business requriements and process/workflows. Participate in requirements gathering sessions, work wirh customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1650 Hours/160 Month @ 120/HR	
Project Manager/Advisor - Project Implementations	$ 239,250.00
Project Manager/Advisor to help with Tyler Munis Upgrades, Create project plans and guide projects to be implemented ontime with minimal disruptions. Advise and help COSF ITT/PMO office on various projects as needed. 1650 Hours/160 HRS/Month @145/HR	

	Subtotal	1,689,600.00
	GRT Tax	4.875%
	Tax due	82,368.00
	Other	-
	TOTAL	**$ 1,771,968.00**

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
2. Payment will be due on receipt of the invoice.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____ _____

Print Name:

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2025

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 TechInsurance, Division of Specialty Program Group LLC 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (800) 688-1984 **FAX (A/C, No):** 312-690-4123 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED Ciber Pathway Inc 8751 Collin McKinney Pkwy Ste 105 , McKinney, TX, 75070	**INSURER B :** Hartford Multi-State — 00914 **INSURER C :** Twin City Fire Insurance Company — 29459 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	✔ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			46SBMAF6479	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✔ HIRED AUTOS ✔ NON-OWNED AUTOS 			46SBMAF6479	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	✔ **UMBRELLA LIAB** ✔ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✔ RETENTION $ 10,000			46SBMAF6479	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE 	$ 6,000,000 $ 6,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		46WECAA4F4L	5/11/2025	5/11/2026	✔ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Fidelity Bond 3rd Party BKT			PHSD1856999-008	5/10/2025	5/10/2026	Each Occurrence	$3,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave Santa Fe, NM 87501

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

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CIBER PATHWAY INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

8751 COLLIN MCKIINNEY PKWY STE 105

6 City, state, and ZIP code

MCKINNEY, TX 75070

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

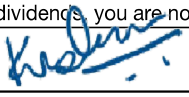
2	6	–	2	6	1	3	7	3	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 03/11/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

URGENT_Ciber Pathway, Inc Amendment No. 3 Packet

Final Audit Report 2025-07-18

Created:	2025-07-18
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAA2NAjdbgWIbRS9yGwCVAkEyhyuRfSExEF

"URGENT_Ciber Pathway, Inc Amendment No. 3 Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-18 - 7:16:46 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
2025-07-18 - 7:20:47 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-18 - 7:39:25 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-18 - 7:39:57 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
2025-07-18 - 7:40:02 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-18 - 7:46:33 PM GMT- IP address: 63.232.20.2

Document declined by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Decline reason: Please add all SSD #s to the procurement section of the memo
2025-07-18 - 7:48:49 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

CHANDLER, JOSHUA L. (Contractor)

From: PHILLIPS, ANDREA K.
Sent: Wednesday, July 23, 2025 10:44 AM
To: CHANDLER, JOSHUA L. (Contractor)
Cc: CANDELARIA, ERIC D.; CONNER, KAYLA M.; GOMEZ, ERIN A.; EDWARDS, JAMES W.; SCOTT, MARK A.
Subject: RE: Emergency Approval Request - Ciber Pathway, Inc Amendment #3

Approved, thanks

Andrea Phillips, ICMA-CM
Deputy City Manager
City of Santa Fe
cell (505) 637-1411
www.santafenm.gov

From: CHANDLER, JOSHUA L. (Contractor) <jlchandler@santafenm.gov>
Sent: Wednesday, July 23, 2025 9:34 AM
To: PHILLIPS, ANDREA K. <akphillips@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; GOMEZ, ERIN A. <eagomez@santafenm.gov>; EDWARDS, JAMES W. <jwedwards@santafenm.gov>
Subject: Emergency Approval Request - Ciber Pathway, Inc Amendment #3

The ITT Department respectfully requests your approval to expedite Ciber Pathway, Inc Amendment #3 to Professional Services Agreement Item #22-0266 through an abbreviated committee review process.

REQUEST: We are seeking approval to present Amendment #2 to only two committees next week:

- Finance Committee
- Governing Body

JUSTIFICATION: This request is being made on an emergency basis due to the imminent expiration of Amendment #2 on June 30th, 2025. To ensure continuity of services and avoid any disruption to critical systems, immediate action is required.

NEXT STEPS: Upon your approval, we will continue with posting the necessary meeting captions and documentation to facilitate the expedited review process.
We appreciate your consideration of this time-sensitive matter and are available to provide any additional information you may require.

Requested Action: Please approve the abbreviated committee review process for Ciber Pathway, Inc Amendment #3 to prevent service interruption.

Emergency Approval Request - Ciber Pathway, Inc Amendment #3

Thank you,
Joshua Love Chandler
Contract Administrator

ITT Department/Mouton Hall
OFFICE: 505-955-5519
WORK CELL: 505-629-7314
Email: jlchandler@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited

CITY OF SANTA FE

Date: July 21, 2025

To: Governing Body and Finance Committee

Via: Mark Scott, City Manager ANDREA PHILLIPS (Jul 23, 2025 10:41:41 MDT)

Paul Joye, Chief of Police Paul Joye (Jul 21, 2025 09:15 MDT)

From: Ben Valdez, Deputy Chief of Police B. Valdez, DC (Jul 21, 2025 08:54 MDT)

Subject: Disposal of 3 Fleet Vehicles

ITEM AND ISSUE:

Request for the Approval to dispose of 3 fleet vehicles and associated equipment to other Police Departments.

BACKGROUND AND SUMMARY:

As part of the annual fleet replacement, the Santa Fe Police Department needs to dispose of 3 fleet vehicles that meet the criteria for disposal. The Department's Fleet Replacement Policy evaluates vehicles using five prong criteria system: age, mileage, maintenance cost, condition and other considerations (including technological changes, safety items, etc.) Please review the attached list to review the criteria identified to qualify the vehicles for disposal.

- The department has 3 vehicles we would like to dispose of by transferring to organizations outside the City of Santa Fe. We have received requests from the Milan Police Department and the Truth or Consequences Police Department. Request letters are attached.
    - Milan Police Department
        - (1) 2020 Ford Explorer K9
    - Truth or Consequences Police Department
        - (1) 2019 Ford Expedition
        - (1) 2016 Chevrolet Tahoe
    - *In the event any of the organizations outside of the City of Santa Fe do not fulfill their obligation to complete the transfers or upon direction given by Governing Body, the vehicles will be disposed of via public auction.*

ASSOCIATED APPROVALS:

Vehicles included? ☒ Yes | ☐ No

Approval: David J Trujillo (Jul 23, 2025 08:55:03 MDT) **Title:** _____ **Date:** _____

Comment/Exceptions:

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: N/A

Approval: Rebecca Lovato-Sanouvong (Jul 23, 2025 09:16:40 MDT) **Title:** Accounting Manager **Date:** 07/23/2025

Comment/Exceptions: _____

ATTACHMENTS:

List of Fleet Vehicles

Outside Agency Request Letters

		FA #	Year	Make	Model	G Plate	Vin	Mileage		Age	Mileage	Maintenance Cost	Condition	Other
Tems	Retire/ T Or C PD	56341	2019	Ford	Expedition	G05882	1FMJU1GT1KEA03098	66,146		x			x	x
K9	Retire/ Milan PD	56534	2020	Ford	Explorer	G08586	1FM5K8AB9LGA83420	77,078		x			x	x
Admin	Retire/ T Or C PD	55592	2016	Chevy	Tahoe	G96835	1GNLCDEC3GR252014	105,903		x	x	x	x	x

Truth or Consequences Police Department

Luis A. Tavizon, Chief

507 McAdoo Street
T or C, NM 87901

Phone: 575-894-1204
Fax: 575-894-6287

Professionalism, Respect, and Integrity

May 9, 2025

To: **Chief Paul Joye**
Cc: Deputy Chief Ben Valdez
Santa Fe Police Department
Santa Fe, New Mexico 87505

Ref: Request for patrol vehicles

Chief/Deputy Chief,

The reason for this correspondence is to respectfully request assistance from the City of Santa Fe Police Department with the consideration of donating two (2) to four (4) patrol vehicles. If you can include any equipment the vehicle may be outfitted with (light bars, control boxes, radios, transport partitions, radars, or gunlocks it would be greatly appreciated.

The Truth or Consequences Police Department has had several patrol vehicles decommissioned due to mechanical failures, along with the addition of two patrol officer positions has created a hardship on patrol for us. Public safety is our number one goal, as it is for all police organizations across the nation, and the ability to provide 24-hour coverage through active patrols is key to accomplishing that priority. Any support from your organization in assisting us in accomplishing our goal would be greatly appreciated.

On behalf of my organization and the citizens of Truth or Consequences, I thank you in advance for your time and consideration of the request. Please feel free to contact me at (575)740-5939 or by email at ltavizon@torcnm.org if you have any questions or need additional information.

Respectfully,

Chief of Police
Luis A. Tavizon

Milan Police Department

619 Uranium Avenue or P.O. Box 2727
Milan, New Mexico 87021

Chief Carl Ustupski

To: Santa Fe Police Department Chief Paul Joe & Deputy Chief Ben Valdez

CC: Village of Milan Manager Candi Williams

From: Village of Milan Police Chief Carl Ustupski

Re: Request for K9 Patrol Squad

Chief Paul Joye and Deputy Chief Ben Valdez,

The Village of Milan Police Department has recently gained the opportunity to add a K9 to the department at no cost. Having the opportunity to add a K9 to the department will greatly increase our abilities to combat the drug issues in the community. The K9 is also trained for tracking and apprehension, which will further increase the safety of doing our jobs.

Being a small agency with a budget that needs to be closely watched for spending, purchasing a squad equipped to house a K9 is not possible at this time. The K9 is available currently, but we are in danger of missing out on the opportunity because of the lack of a K9 equipped squad.

The Village of Milan Police Department is requesting your assistance with a K9 equipped patrol squad including any equipment the vehicle may be outfitted with.

Our Village greatly appreciates your consideration and efforts for our request. If you require additional information or have any questions, please let me know.

Thank you,

Chief Carl Ustupski
Milan Police Department
619 Uranium Avenue Milan, NM 87021
505-356-6713
mpdchief@villageofmilan.com

CITY OF SANTA FE

The Purchasing Memo

Date: July 11, 2025

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

Via: Mark Scott, City Manager Mark Scott (Jul 14, 2025 17:16 MDT)

Paul Joye, Chief of Police Paul Joye (Jul 11, 2025 15:47 MDT)

From: Ben Valdez, Deputy Chief of Police B. Valdez, DC (Jul 11, 2025 15:46 MDT)

Subject: FY26 Vehicle Order

Vendor Name: Chalmers Ford, MHQ, Code 3 Service

Munis Vendor Number: 1693, 3527, 8602

ITEM AND ISSUE:

The Santa Fe Police Department respectfully requests your review and approval of the FY26 Vehicle purchase in the total amount of $1,892,661.18 for the vehicles, equipment, and labor costs associated with each vehicle.

CONTRACT NUMBER:

N/A

BACKGROUND AND SUMMARY:

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 20 vehicles, including the purchase of equipment and labor costs associated with each vehicle. The 20 police vehicles and associated equipment are imperative to maintain the operational capability of the Police Department. The following is the list of vehicles to be purchased.

VEHICLES	COSTS	ORG#	OBJ#
Ford Police Interceptor (18)	$911,448.00	2230310	570950
Ford F350 (2)	$134,446.20	2230310	570950
Total costs for 20 vehicles:	**$1,045.894.20**		

EQUIPMENT	COSTS
➢ Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	$704,562.85
➢ Radios	$142,204.13

Total costs for equipment and installation: **$846,766.98**

Grand total purchase cost: Vehicles, equipment and installation $1,892,661.18

Ford Police Interceptor Utility EcoBoost

Eighteen (18) Police Interceptor Utility vehicles will be purchased to replace the current Police Interceptor sedans that need replacement for the Patrol Section. The vehicles will be up fitted with the latest communication equipment, including police radios, mobile data terminals, and modems to work with our Dispatch Communications System, Records Management System and in car camera system.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and minimizing lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan and often require them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers' recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed, and duty equipment is loaded for duty use.

The vehicle comes standard as an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The vehicle is powered by the proven EcoBoost engine, which is reliable, fuel efficient and has allowed our Department to maintain an operational fleet with emergency response capability suitable to stand up to the rigorous work environment for law enforcement vehicles.

Ford F350 Truck

Two trucks will be purchased to increase our rapid response capability for our Hazardous Devices Technicians assigned to the Explosive Ordnance Disposal Team. The full-size truck platform is needed to accommodate the equipment carried by EOD technicians. We are increasing the number of equipment trucks to from two to four to allow for a rapid response to crisis incidents and the ability to resolve these situations as quickly and safely as possible so business can resume soon after. The two F350 EOD trucks have already proven to be an asset, and this will allow all four of our FBI Certified EOD Technicians to immediately have the equipment they need when summoned to an emergency situation. We anticipate these vehicles will remain in service for seven or more years.

The vehicles require four-wheel drive capability to complete the above tasks in inclement weather and in areas where roads are not well maintained within our jurisdiction.

The EOD vehicles will be up fitted with the latest communication equipment including police radio, mobile data terminal, and modem to work with our Dispatch Communications System and Records Management System.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Police Admin GF/1000310

Munis Object Name/Number: Vehicles/570950

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Admin (Spec Rev)/2230310

Munis Object Name/Number: Vehicles/570950

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Police Admin GF/2230310

Munis Object Name/Number: Vehicle Outfitting/570575

Fund Name/Number: Law Enforcement/Fund223

Munis Org Name/Number: Police Admin (Spec Rev)/2230310

Munis Object Name/Number: Vehicle Outfitting/570575

Budget Officer / Designee: Andy Hopkins **Date:** 07/18/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Chalmers Ford #40-00000-24-00068 which expires on August 10, 2025.

MHQ of NM #20-00000-21-00030 which expires on April 24, 2026.

Code 3 Service #10-00000-20-00048 which expires on November 17, 2026.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ **Yes** | ☐ **No**

Approval: Eric Candelaria (Jul 11, 2025 15:53 MDT) **Title:** Director, IT **Date:** 07/11/2025

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☒ **Yes** | ☐ **No**

Approval: David Jaramillo (Jul 11, 2025 15:52 MDT) **Title:** Fleet Manager **Date:** 07/11/2025

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: Josie Bolden **Title:** Controller **Date:** 07/14/2025

Comment/Exceptions: _____

ATTACHMENTS:
Vendor's Quote
Procurement document: Statewide Price Agreement

Chalmers Ford — PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe Police Department

SHIPPED TO: 2025 Ford F-350 Crew Cab XL 4x4-- Agate Black Long Bed/6.7L Diesel Engine// 8 ft bed

PROPOSAL #	060425-3
PROPOSAL DATE	June 4th,2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Jocelyn Hernandez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	NMSPA# 40-00000-24-00068		
2	Item 16: Pick up 1 ton	$ 67,650.00	$ 135,300.00
	Options:		$ -
	176 INCH WHEELBASE		$ -
	AGATE BLACK		$ -
	CLOTH 40/20/40 SEAT		$ -
	MEDIUM DARK SLATE		$ -
	PREFERRED EQUIPMENT PKG.610A		$ -
	.XL TRIM		$ -
	6.7L POWER STROKE V8 DIESEL		$ -
	10-SPEED AUTO TORQSHIFT		$ -
	.LT245/75R17E BSW ALL-SEASON		$ -
	3.31 ELECTRONIC-LOCKING AXLE		$ -
	PLATFORM RUNNING BOARDS		$ -
	11499# GVWR PACKAGE		$ -
	120V/400W OUTLET		$ -
	TRAILER BRAKE CONTROLLER		$ -
	JACK		$ -
	DUAL BATTERY		$ -
			$ -
2	SPA Discount (2%)	$ (1,353.00)	$ (2,706.00)
			$ -
2	Spray Liner	$ 595.00	$ 1,190.00
2	Tint	$ 350.00	$ 700.00
			$ -
2	SPA Discount off of options (2%)	$ (18.90)	$ (37.80)
			$ -
			$ -

Quote Valid for 60 Days	SUBTOTAL	134,446.20
Units on order	TAX	0.00
	FREIGHT	
		$134,446.20 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Jocelyn Hernandez
505-610-3770
jhernandez@chalmersford.com

CHALMERS FLEET Ford

Proposal

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Santa Fe Police Department

SHIPPED TO: 2025 Ford Explorer Police Interceptor AWD, Agate Black 3.0L Ecobost

PROPOSAL #	060425-2
PROPOSAL DATE	June 4th, 2025
MEMBER PO #.	
TERMS	Due on Receipt
SALES REP	Jocelyn Hernandez
SHIPPED VIA	Pick UP
F.O.B.	
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	NMSPA# 40-00000-24-00068		
18	Item 9: Mid-Size Sport Utility Vehicle SUV	$ 52,940.00	$ 952,920.00
			$ -
	Options:		$ -
	Cloth Buckets/Vinyl		$ -
	10- Speed Automatic Transmission		$ -
	Police Engine Idle Feature		$ -
	Blind Spot Detection		$ -
	Remote Keyless Entry		$ -
			$ -
			$ -
18	SPA Discount (5%)	$ (2,647.00)	$ (47,646.00)
			$ -
18	Tint	$ 350.00	$ 6,300.00
			$ -
18	SPA Discount off of options (2%)	$ (7.00)	$ (126.00)
			$ -
			$ -
		SUBTOTAL	911,448.00

Quote Valid for 60 Days

DIRECT ALL INQUIRIES TO:
Jocelyn Hernandez
505.610.3770
jhernandez@chalmersford.com

Ford | COMMERCIAL VEHICLE CENTER

$911,448.00
PAY THIS AMOUNT

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
13 Vendors – See Pages 6 - 9

Price Agreement Number: **40-00000-24-00068**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Pages 6 - 9**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez**

Telephone No.: **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title: **Automotive Vehicles**

Term: **August 6, 2024 thru August 5, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 8/6/2024

New Mexico State Purchasing Agent

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Awarded Vendors:

(AA) 0000132535
BJW Ventures LLC. dba Accessories Unlimited
2322 Candelaria NE
Albuquerque New Mexico 87107
Jordan Liesener
505-888-5811
Ginger@wacupfitters.com

Delivery: **2322 Candelaria NE, Albuquerque New Mexico 87107**

(AB) 0000047770
Albuquerque Motor Company
9621 Coors Blvd NW
Albuquerque, NM 87114
Jason Sanchez
505-907-2483
jsanchez@melloydodge.com

Delivery: **Approx 60-120 days on ordered vehicles**

(AC) 0000049896
Bob Turner's Ford Country dba Power Ford
1101 Montano Rd NE
Albuquerque, NM 87107
Manuel Beltran
(505) 449-1268
mbeltran@myforddealer.com

Delivery: **Albuquerque and Santa Fe**

(AD) 0000045857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, Nm 87190
Kevin Stacy
505-880-8222
Kevin@cte-nm.com

Delivery: **As Requested**

(AE) 0000094627
Construction Truck Equipment, LLC
PO Box 16020
Albuquerque, NM 87191
David Frederick
(505) 292-8018
dfrederick747@gmail.com

Delivery: **As Required**

(AF) 0000051541
Don Chalmers Ford
2500 Rio Rancho Dr SE
Rio Rancho, NM 87124
Mike Michnuk
505 897-2227
mmichnuk@chalmersford.com

Delivery: **2500 Rio Rancho Dr SE Rio Rancho, NM 87124**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description		
9	1	% Disc	Mid-Size Sports Utility Vehicle (SUV), ICE/HEV Powered, four (4) door, 4X4, AWD, RWD, FWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AB)** **1%** **Dodge Durango 1%** **Dodge Durango Pursuit 6%**	**(AC)** **7%** **7% Ford Explorer** **7% Ford Explorer Interceptor**	**(AF)** **5% Ford Explorer**
			(AG) **1% Chevrolet Traverse Limited FWD/AWD** **1% Chevrolet Traverse 4 Dr LS (FWD)** **3% Chevrolet Traverse 4 DR Z71 (AWD)**	**(AH)** **1% Ford Edge SE AWD** **1% Ford Explorer Base RWD** **1% Ford Explorer Base 4WD 1%** **1% Ford Explorer Police Interceptor Utility AWD** **3% Ford Bronco Big Bend 4 Dr 4WD** **1% Ford Bronco Sport Big Bend 4WD**	**(AI)** **1% Dodge Durango SXT RWD** **1% Dodge Durango SXT AWD** **1% Dodge Durango Pursuit AWD** **6% Jeep Grand Cherokee Laredo 2WD** **2% Jeep Grand Cherokee Laredo 4WD** **2% Jeep Grand Cherokee L Laredo 2WD** **2% Jeep Grand Cherokee L Laredo 4WD**
			(AI) **3% Nissan Rogue** **3% Nissan Pathfinder**	**(AJ)** **3% Bronco Sport** **2% All Factory Civilian Model Explorer** **4% Explorer Police Interceptor EcoBoost AWD** **4.50% Explorer Police Interceptor Flex Fuel AWD** **4.50% Explorer Police Interceptor Hybrid AWD** **10% Delivery to Agency** **10% Factory Extended Warranty & Police Upfits**	**(AL)** **13.50% Ford Escape (ICE)** **14.50% Ford Edge (ICE)** **11.50% Ford Bronco Sport (ICE)** **8.50% Ford Maverick (ICE)** **8.50% Ford Maverick (HEV)** **10% Ford Explorer (ICE)** **11.50% Ford Expedition (ICE)**
Comments:				**Ford Explorer / Bronco Sport**	**All trim levels included in % discount**

9a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AG) **2%**	**(AI)** **2%**	**(AI)** **3%**	**(AJ)** **2%**
			(AL) **5%**			

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
25b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AK) 5%**	**(AL) 6%**	

26	1	% Disc	Van, Fifteen (15) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 6% Ford eTransit**	**(AK) 3% Transit w/aftermarket BEV package 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

26a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

26b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AA) 2% Tint 5% Federal Signal 5% Sound off Signal 40% Troy Products 20% Westin Automotive / Public Safety 30% 911 Circuts 10% Tiger Tough 2% RKI 0% WeatherGuard 2% Real Truck 5%**	**(AC) 10% Lighting 5% Standard Vehicle 5% Body/Major Truck UpFit 5% Van UpFit 5% Emergency Lighting/Equipment**

Item 27 Continued on Next Page

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

ITEM 15 Continued

Item	Approx. Qty	UOM	Description	
15	1	% Disc	Full-size Sedan, BEV/PHEV Powered, Four (4) door, FWD, AWD, RWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AK)** **3% F250 All Factory Models & Trim Levels** **10% Delivery to Agency 10% Factory Extended Warranty**	**(AL)** **11.50% Ford F-250 (ICE)** **11.50% Ford F-250 (DIESEL)**
				All trim levels included in % discount

15a)	1	% Disc	Percentage Discount off of MSRP for Factory Options			
Percentage Discount off of MSRP for Factory Options			**(AB)** **2%**	**(AC)** **3%**	**(AF)** **2%**	**(AG)** **2%**
			(AH) **2%**	**(AI)** **2%**	**(AK)** **2%**	**(AL)** **5%**

15b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB)** **5%**	**(AC)** **5%**	**(AF)** **2%**	**(AG)** **5%**
			(AH) **5%**	**(AI)** **5%**	**(AK)** **5%**	**(AL)** **6%**

16	1	% Disc	Pickup, ¾ Ton, BEV/PHEV Powered, Single, Extended Cab, Crew Cab, 4X4, RWD, FWD, AWD	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF)** **2%**	**(AK)** **3%** **10% Delivery to Agency** **10% Factory Extended Warranty**

16a)	1	Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **2%**	**(AL)** **5%**

16b)	1	Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF)** **2%**	**(AK)** **5%**	**(AL)** **6%**

Docusign Envelope ID: 375DE65A-2BEB-436F-B39D-B6D94813D12E

Item	Approx. Qty	UOM	Description			
25b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.			
Percentage Discount off of MSRP for Factory Options			**(AB) 5%**	**(AC) 5%**	**(AF) 2%**	**(AG) 5%**
			(AH) 5%	**(AK) 5%**	**(AL) 6%**	

26	1	% Disc	Van, Fifteen (15) Passenger or Cargo, BEV/PHEV Powered, RWD, FWD, AWD		
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AF) 6% Ford eTransit**	**(AK) 3% Transit w/aftermarket BEV package 10% Delivery to Agency 10% Factory Extended Warranty**	**(AL) 10.50% Ford Transit 250 Medium Roof Cargo (BEV) 10.50% Ford Transit 350 High Roof Cargo (BEV)**
Comments:					**All trim levels included in % discount**

26a)	1	% Disc	Percentage Discount off of MSRP for Factory Options		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 2%**	**(AL) 5%**

26b)	1	% Disc	Percentage Discount off of Current Manufacturers Catalog List Price for after-market options not included in the Dealers' MSRP.		
Percentage Discount off of MSRP for Factory Options			**(AF) 2%**	**(AK) 5%**	**(AL) 6%**

27	1	% Disc	Up-Fitting for all types of new vehicles purchased under this price agreement - Items such as but not limited to: Utility Bodies, Cranes, Dump Bodies, Conversions, Lift-gates, Emergency Equipment, Modifications and Supplies	
Percentage Discount off of MSRP Dealer's Base Cost; FOB, Dealer's place of business. Make/Model Options:			**(AA) 2% Tint 5% Federal Signal 5% Sound off Signal 40% Troy Products 20% Westin Automotive / Public Safety 30% 911 Circuts 10% Tiger Tough 2% RKI 0% WeatherGuard 2% Real Truck 5%**	**(AC) 10% Lighting 5% Standard Vehicle 5% Body/Major Truck UpFit 5% Van UpFit 5% Emergency Lighting/Equipment**

Item 27 Continued on Next Page

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR

CHALMERS Ford

Quote

Date	Estimate #
7/11/2025	20741
This quote expires in 30 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-210-2551 iesanchez@santafenm.gov	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2025 EOD Super Dutys

Item	MFG	Description	Qty	Price	Total
		Contact Name: Eric Sanchez Contact Number: 505-231-0619 Contact E-mail: iesanchez@santafenm.gov Vehicle/Year: 2025 Ford F-350 x2 Type: EOD State Contract# 20-00000-21-00030 Labor pages 48, 61 and 65. Parts pages 67-69. Graphics pages 45-47.			
ENFWV	Soundoff Sig...	Soundoff Split Visor Bar Tri Color Red/Blue/White MSRP = $2,416.00 State Contract 36% Off = $1,546.24 QSF079199	2	1,546.24	3,092.48
ENGSA5100RSP	SoundOff Sig...	bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 100 watt single-tone MSRP $1749.00 State Contract 36% $1119.36	2	1,119.36	2,238.72
ETSS100J	Soundoff Sig...	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt MSRP $401.00 State Contract 36% = $248.62	2	248.62	497.24
ENGHNK02	Soundoff Sig...	nERGY™ bluePRINT™ Remote Node Harness Kit MSRP $71.00 State Contract 36% = $45.44	4	45.44	181.76
ENGND04102	Soundoff Sig...	bluePRINT® Remote Node with Magnetic ID MSRP = $375.00 State Contract 36% Off = $240.00	4	240.00	960.00

	Subtotal
	Sales Tax (7.625%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
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Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

Quote

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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-210-2551 iesanchez@santafenm.gov	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2025 EOD Super Dutys

Item	MFG	Description	Qty	Price	Total
ENGLMK013	Soundoff	bluePRINT Link® Micro Kit, includes Module and Vehicle Harness for Ford Super Duty F-250-F-550, 2023-2024, Ford F-150, 2024 and Ford Police Interceptor Utility (PIU) 2025	2	470.40	940.80
ENGSYMD01	Soundoff Sig...	bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified MSRP $507.00 State Contract 36% = $324.48	2	324.48	648.96
EMPS2STS5RBW	Soundoff Sig...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White MSRP $280.00 State Contract 36% off = $173.60 ***x4 Grille Lights*** ***Side Front Bumper Lights***	12	173.60	2,083.20
ETHFSS-SP-ISO	SoundOff Sig...	Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring electrical isolation) MSRP $116.00 State Contract 36% off = $71.92	2	71.92	143.84
ETFBSANFL	Sound Off Si...	Flashback Tail Flasher MSRP $128.00 State Contract 36% off = $81.92	2	81.92	163.84
PMP2WDG35B	Soundoff Sig...	35 Degree Wedge Assembly, Black for mpower® Fascia 4" Quick Mount Light MSRP $13.00 State Contract 36% = $8.32	16	8.32	133.12

	Subtotal
	Sales Tax (7.625%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

Quote

Date	Estimate #
7/11/2025	20741
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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-210-2551 iesanchez@santafenm.gov	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2025 EOD Super Dutys

Item	MFG	Description	Qty	Price	Total
EMPS2STS5RBW	Soundoff Sig...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White MSRP $280.00 State Contract 36% off = $173.60 *** x3 Each Side of Camper Shell, x2 Back Door of Camper Shell, x2 Tailgate***	20	173.60	3,472.00
ESLRL61158	Soundoff Sig...	Soundoff SL Running Light 61" 5 Module Dual Split Color Red/Blue/White MSRP = $676.00 State Contract 36% Off = $419.12	4	419.12	1,676.48
PSLVBK05	Soundoff Sig...	Mounting Kit for SL Running Light includes: Bracket & Hardware Kit, Universal MSRP $47.00 State Contract 36%off = $30.08	4	30.08	120.32
ECVCSMLEDF	Sound Off Si...	12" LED Utility Strip Light, Surface Mount - White MSRP $109.00 State Contract 36% off = $67.58 *** x1 per tool bin, 3 in main camper shell***	10	67.58	675.80
		Bumpers			
36200		Rigid Industries 360-Series 6 Inch Led Off-Road Spot Beam White Backlight Pair RIGID Industries MSRP $597.99 State Contract 10% = $538.19	2	538.19	1,076.38
36113	Rigid	Rigid Industries 360-Series 4 Inch Led Off-Road Spot Beam White Backlight Pair RIGID Industries MSRP $367.99 State Contract 10% = $331.19 ***Rear Bumper Lights***	2	165.595	331.19

	Subtotal
	Sales Tax (7.625%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

Quote

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Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-210-2551 iesanchez@santafenm.gov	

Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2025 EOD Super Dutys

Item	MFG	Description	Qty	Price	Total
09-13220C	Westin	EF2 Double Row Led Lightr Bar 20" MSRP $222.27 State Contract 20% off = $177.82 ***Front Bumper LED Bar***	2	177.82	355.64
FBFFS23-Q5960-1	Fab Fours	Elite Front BLK Steel Full Guard 23+ Ford MSRP = $1,920.00 State Contract 0% Off	2	1,920.00	3,840.00
FBFQWINCH-1	Fab Fours	Full Size Black Steel Winch Tray	2	229.99	459.98
68801	Warn	WARN 68801 16.5ti Series Electric 12V Heavyweight Thermometric Winch with Steel Cable Wire Rope: 7/16" Diameter x 90' Length, 8.25 Ton (16,500 lb) Pulling Capacity	2	2,056.20	4,112.40
FBFFS23-U5950-1	Fab Fours	ELITE REAR BLK STEEL 23+ FORD SUPERDUTY SD MSRP = $1,039.99 State Contract 0% Off	2	1,039.99	2,079.98
		Console			
CC-WBOS-20	Troy	Universal SUV/truck 20" Wide-body open-storage console; 8" slope, 12" level. MSRP $815.00 State Contract 20% off = $652.00	2	652.00	1,304.00
AC-INBHG	Troy	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized. MSRP $64.00 State Contract 20% off = $51.20	2	51.20	102.40
FP-ETSA481	Troy	4" ETSA481 one-piece lights/siren MSRP $50.00 State Contract 20% Off $40.00	2	0.00	0.00

	Subtotal
	Sales Tax (7.625%)
	Total

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
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CHALMERS Ford

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Phone	Cell	Email	Visit our Website	Project
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2025 EOD Super Dutys

Item	MFG	Description	Qty	Price	Total
FP-USBC-2DC	Troy Products	2" face plate combo USB-C /USB port and (2) DC outlets MSRP = $90.00 State Contract 20% Off = $72.00	2	72.00	144.00
FP-SGTRAY	Troy	4" face plate shallow tray w/sloped floor; holds smartphone, keys, wallet, sunglasses, etc. 1.75" H. MSRP $50.00 State Contract 20% off = $40.00	2	40.00	80.00
AC-PENPRTR-58-CC	Troy Products	Printer mount w/5x8 pad, bolts to console rear (AC-ARM-BKT, AC-ARM-PED-TB, AC-PENPRTR, AC-FOAM-58) MSRP $495.00 state contract 20% off = $396.00	2	396.00	792.00
CM-F15-SL-LED	Troy	2020-24 F150 | 2020-24 F250 | 2018-24 Expedition - Ht. adjustable seat mnt w/slide arm & docking station mount MSRP $729.00 State Contract 20% off = $583.20	2	583.20	1,166.40
GK11191B1SHK	Setina	D T-Rail 1 Blac-Rac & 1 Mount Small Lock, Handcuff Key MSRP = $1,029.00 State Contract 20% = $823.20	2	823.20	1,646.40
GF1092FDT15F250	Setina	2015+ Ford F-250 Free standing gun mount for T-rail ***Accessories***	2	151.20	302.40

	Subtotal
	Sales Tax (7.625%)
	Total

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Albuquerque, NM 87113

MHQ WEST
EMERGENCY & SERVICE SOLUTIONS...
VEHICLES, GRAPHICS, EQUIPMENT & GEAR
CHALMERS Ford

Quote

Date	Estimate #
7/11/2025	20741
This quote expires in 30 days	

Name / Address	Ship To
City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-210-2551 iesanchez@santafenm.gov	

Phone	Cell	Email	Visit our Website	Project
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Item	MFG	Description	Qty	Price	Total
477154	Weboost	Drive Reach OTR truck booster Modular, height-adjustable antenna, from 7.5 to 40 inches so it can be installed on any vehicle.	2	509.80	1,019.60
DS4+	Directed Elec...	Digital Remote Start and Security main module Alarm System. T-Harness and RF-Kit 2 Chevy Tahoe	2	485.00	970.00
Sam-450-12	Tessco Inc	450 Watt Power Inverter DC-AC SamlexPower MSRP = $90.03 State Contract 0% Off	2	90.03	180.06
Sam-800-12	Tessco	800 Watt Power Inverter MSRP $131.42 State Contract 0% Off	2	131.42	262.84
78104	Streamlight	STINGER® 2020 Rechargeable LED Flashlight 2,000 lumens (high beam); runs 24 hours (low beam) $252.28 state contract 20% off = $201.82 **Mount in Tool Bin**	2	201.82	403.64
V169006	V16	V16 Turbo LED headlight conversion kit 9006 bulb	2	234.00	468.00
C7440W	Putco	LumaCore 7440 White - PAIR	2	45.00	90.00
GPSB5G	Panorama	GPSB5G - Dpdate to the original GPSB Sharkee antenna, adding increased Cellular freq. range and performance, advanced GPS/GNSS filtering, together with the original features of WiFi and Whip function. Now ECE 118.03 compliant for installation in transportation	2	117.93	235.86
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1215.00 State Contract 20% = $972.00	2	972.00	1,944.00
		Camper Shell and Vault			

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Item	MFG	Description	Qty	Price	Total
CAMPER ARE	Topper Town	Camper Shell Short Bed, Black, with side windoors w/T Handle, Rear Windoor with T-Handle, Tool Bins in Side Windoors	2	4,600.00	9,200.00
161-4878-3	B & B Enterp...	48" x 75" Three Drawer Dual Deck Bomb Pan, one front drawer 44" w x 29" d x 16 1/2" tall includes 2" lip, two equal drawers on each side of pan behind front drawer (21" x 18" d) one drawer is a wood lined drawer for flash bang storage and the other is open storage. Open storage behind drawers at rear of pan , lower area is 48" w x 28" and upper deck area is 48" w x 49")**Addition of metal divider on top of pan 4" in f	2	4,292.80	8,585.60
Level Kit		Front Level Kit	2	1,600.00	3,200.00
		Labor, Shop Supplies and Shipping			
Labor NM	MHQ of New...	Installation Labor	200	115.00	23,000.00T
Shipping		Shipping	2	700.00	1,400.00
SHOP SUPPLIES LV1	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	2	425.00	850.00

Subtotal	$86,631.33
Sales Tax (7.625%)	$1,753.75
Total	$88,385.08

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Quote

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7/11/2025	20756
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City of Santa Fe Police Department Eric Sanchez 2515 Camino Entrada Santa Fe, NM 87505 505-210-2551 iesanchez@santafenm.gov	

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(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	x18 2025 Ford PIU

Item	MFG	Description	Qty	Price	Total
		Contact Name: Eric Sanchez Contact Number: 505-231-0619 Contact E-mail: iesanchez@ci.santa-fe.nm.us Vehicle/Year: 2025 Ford PIU Type: x10 Patrol, x8 Slick Top State Contract# 20-00000-21-00030 Labor pages 48, 61 and 65. Parts pages 67-69. Graphics pages 45-47.			
EMPLBSS148	Soundoff Sig...	mPower 48" LED Lightbar, Tri Color Red/Blue/White QSF082759 MSRP = $6,720.00 State Contract 36% Off = $4,300.80	10	4,300.80	43,008.00
ENFWV	Soundoff Sig...	Soundoff Split Visor Bar Tri Color Red/Blue/White MSRP = $1,867.00 State Contract 36% Off = $1,194.88 QSF082763	8	1,194.88	9,559.04
ENFRMS4BRW	Soundoff Sig...	Sound Off Signal 18 LED Replacement Warning Module for nForce™, SAE Class 1, 10-16v, Tri Color - Blue/Red/White MSRP = $234.00 State Contract 36% Off = $149.76 (Front Push Bar Lights)	72	149.76	10,782.72

	Subtotal
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Item	MFG	Description	Qty	Price	Total
ENT3B3RBW	SoundOff Sig...	Intersector Surface Mount Light, 9-32 Vdc, White Housing, 18 LED, Tricolor - Red/Blue/White MSRP $382.00 State Contract 36% off = $244.48 (Side of Push Bar)	36	244.48	8,801.28
PMP2BKUMB4	Soundoff Sig...	Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2020 for use with mpower® 3” and 4" Stud or Quick Mount and Intersector Surface Mount MSRP $41.00 State Contract 36% off = $26.24	36	26.24	944.64
EMPS1QMS4RBW	Soundoff Sig...	mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White MSRP = 250.00 State Contract 36% off = 155.00	36	155.00	5,580.00
ECVDMLTAL00	SoundOff Sig...	obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens MSRP $144.00 State Contract 36% off = $89.28 (Hatch/Dome)	18	89.28	1,607.04
EMPAK	Soundoff Sig...	Rear 6 Module spoiler lights Rear - Tri Color Red/Blue/White MSRP = $2,466.00 State Contract 36% Off = $1,578.24 QSF082763	18	1,578.24	28,408.32

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Item	MFG	Description	Qty	Price	Total
EMPS2STS5RBW	Soundoff Sig...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White MSRP $280.00 State Contract 36% off = $173.60 (License Plate)	36	173.60	6,249.60
PMP2BRK2LPV	Soundoff Sig...	Stud Mount License Plate Bracket Vertical mount for 4 inch MSRP $52.00 State Contract 36% = $33.28	18	33.28	599.04
EMPS2STS5RBW	Soundoff Sig...	mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White MSRP $280.00 State Contract 36% off = $173.60 (Rear Quarter Glass)	36	173.60	6,249.60
PMP2BKDGAJ	Soundoff Sig...	N Power Deck Grille Bracket MSRP $16.00 State Contract 36% = $10.24	36	10.24	368.64
ETFBSANFL	Sound Off Si...	Flashback Tail Flasher MSRP $128.00 State Contract 36% off = $81.92	18	81.92	1,474.56
ETSS100J	Soundoff Sig...	100J Series Composite Speaker w/ Universal Bail Bracket - 100 watt MSRP $401.00 State Contract 36% = $248.62	18	248.62	4,475.16
ETSKLF100	Soundoff Sig...	LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket MSRP $974.00 State Contract 36% off = $623.36	18	623.36	11,220.48

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Item	MFG	Description	Qty	Price	Total
ENGSA5100RSP	SoundOff Sig...	bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 100 watt single-tone MSRP $1749.00 State Contract 36% $1119.36	18	1,119.36	20,148.48
ENGHNK02	Soundoff Sig...	nERGY™ bluePRINT™ Remote Node Harness Kit MSRP $71.00 State Contract 36% = $45.44	18	45.44	817.92
ENGND04101	Soundoff Sig...	nERGY™ bluePRINT™ Remote Node, 4 Active High/Low Inputs, 10 Outputs (50 Amps max) MSRP $376.00 State Contract 36% off = $240.64	18	240.64	4,331.52
ENGLMK013	Soundoff	bluePRINT Link® Micro Kit, includes Module and Vehicle Harness for Ford Super Duty F-250-F-550, 2023-2024, Ford F-150, 2024 and Ford Police Interceptor Utility (PIU) 2025	18	470.40	8,467.20
ENGSYMD01	Soundoff Sig...	bluePRINT Sync® Module, includes GPS Antenna, ECE R10 Certified MSRP $507.00 State Contract 36% = $324.48	18	324.48	5,840.64
ECVDMLTAL00	SoundOff Sig...	obSERVE Dome Light - 6" Round, White and Red Night Light LEDs, White Lens MSRP $144.00 State Contract 36% off = $89.28	18	89.28	1,607.04
		Push Bumper			
36-2125	Westin	2020 P.I. Utility Front Push Bumper Elite MSRP $543.77 State Contract 20% off = $435.02	18	435.02	7,830.36
36-2125PB	Westin	2020 Ford P.I. Utilities Pit-Bars (Pair) MSRP $568.39 State Contract 20% = $454.71	18	454.71	8,184.78

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Item	MFG	Description	Qty	Price	Total
36-6005S4	Westin	Westin 4 Light Channel, Sound Off for 23.5" PushBar MSRP $50.56 State Contract 20% off = $40.45	18	40.45	728.10
		Console			
CC-20UV-0414-PRTR	Troy	2020-2025 PI Utility 18" Printer Console, 4" Slope, 14" Level Faceplate Area MSRP = $893.00 State Contract 20% = $714.40	18	714.40	12,859.20
FP-MXTL5000	Troy	3" XTL2500/5000/APX6500 One-piece, 05/07 MSRP $50.00 State Contract 20% Off $40.00	18	0.00	0.00
FP-SO500-R	Troy	4" Soundoff 500 siren remote head MSRP $50.00 State Contract 20% Off $40.00	18	0.00	0.00
FP-USBC-2DC	Troy Products	2" face plate combo USB-C /USB port and (2) DC outlets MSRP = $90.00 State Contract 20% Off = $72.00	18	72.00	1,296.00
AC-INBHG	Troy	4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized. MSRP $64.00 State Contract 20% off = $51.20	18	51.20	921.60
AC-TB-ARMMNT-58	Troy	Console mounted height adjustable arm rest w/ 5x8 pad. MSRP $213.00 State Contract 20% off = $170.40	18	170.40	3,067.20

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Item	MFG	Description	Qty	Price	Total
AC-MCM1	Troy	Dog-ear type microphone clip plate and clip assembly MSRP $19.00 State Contract 20% off = $15.20	36	15.20	547.20
GK11191B1SHK	Setina	D T-Rail 1 Blac-Rac & 1 Mount Small Lock, Handcuff Key MSRP = $1,029.00 State Contract 20% = $823.20	18	823.20	14,817.60
		Partition			
TP-E-SL1-FS-SS	Troy	Full size Recessed Panel; Sliding window; Vertical bar MSRP $1,073.00 State Contract 20% off = $858.40	18	858.40	15,451.20
KP-20-FDUV-SS	Troy	2020-24 PI Utility | 2020-24 Explorer Civilian 3 pc. Kick panel w/foot pockets. MSRP $229.00 State Contract 20% off = $183.20	18	183.20	3,297.60
WG-20-FDUV-SET	Troy	2020-24 PI Utility | 2020-24 Explorer Civilian driver/passenger side window guards, welded bars, vertical design MSRP $343.00 State Contract 20% off = $274.40	18	274.40	4,939.20
PS-20-UVFX-OS-RL	Troy Products	2020-24 PI Utility Plastic seat with OS belts, rear partition polycarbonate window, with fire compartment MSRP = $2,500.00 State Contract 20% Off = $2,000.00	18	2,000.00	36,000.00

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Item	MFG	Description	Qty	Price	Total
AC-20-UV-HATCH	Troy	2020-24 PI Utility | 2020-24 Explorer Civilian hatch window screen; square-hole punched MSRP $173.00 State Contract 20% off = $138.40	18	138.40	2,491.20
		Rear Vault			
CP-GB403212-TL	Troy	Single-Drawer Weapon Box. Durango, Explorer, 40" W x 32" L x 12" H w/2 DL locking handles. Carpet top. MSRP $1,929.00 State Contract 20% = $1,543.20	18	1,543.20	27,777.60
CP-UV20-CARGO	TROY	2020-24 PI Utility Standard tilt-up cargo mount w/gas shocks. MSRP $950.00 state contract 20% off = $760.00	18	760.00	13,680.00
AC-20-UV-TRAY	TROY	2020-24 PI Utility electronics tray bolts to CP-UV20-CARGO MSRP $319.00 state contract 20% off = $255.20	18	255.20	4,593.60
		Accessories			
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs MSRP $1215.00 State Contract 20% = $972.00	18	972.00	17,496.00

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Item	MFG	Description	Qty	Price	Total
BEE-III	MPH Inc	BEE III is the most compact radar available. It has the smallest detachable display, while retaining larger multicolored windows. BEE III is also waterproof and has the smallest antenna. Both pieces can be mounted anywhere in the patrol vehicle	18	2,495.00	44,910.00
4910LR-152-LTRK	L-Tron	Imaging Scanner MSRP $476.00 State Contract 20% = $380.8	18	476.00	8,568.00
		Ballistic Armor			
A1-00261	Angel Armor	"Ford, Police Interceptor Utiliy, Level lllA Front Door, Driver Side (2020 & Newer Models)" MSRP = $850.00 State Contract 0% Off QUO83013	18	1,067.12611	19,208.27
A1-00262	Angel Armor	"Ford, Police Interceptor Utiliy, Level lllA Front Door, Passenger Side (2020 & Newer Models)" MSRP = $850.00 State Contract 0% Off QUO83013	18	1,067.12611	19,208.27
		Labor, Shop Supplies & Shipping			
Labor NM	MHQ of New...	Installation Labor (60 hrs per vehicle, includes customer supplied radio, radar and printer)	1,080	115.00	124,200.00T
SHOP SUPPLIES LV1	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	18	300.00	5,400.00
Shipping		Shipping	18	450.00	8,100.00
		Graphics			
Graphics Materials		Materials used for graphics and production.	18	550.00	9,900.00
Labor GR	MHQ Graphics	Graphics Installation (5 hrs per vehicle)	90	92.00	8,280.00T

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Item	MFG	Description	Qty	Price	Total
Labor GR	MHQ Graphics	Graphics Production	18	92.00	1,656.00T

Subtotal	$605,949.90
Sales Tax (7.625%)	$10,227.87
Total	$616,177.77

DbcLu\gn Enve]bpe ~D B4DFE9BF-4436-442C-A30E-27243D91 A8F8

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
15 Vendors

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Number: 20-00000-21-00030

Amendment No.: Seven

Term: April 25, 2022 - April 24, 2026

Procurement Specialist: Jessica Chavez

Telephone No.: (505) 500-9824

Email jessica.chavez@gsd.nm.gov JC

Title: Police Vehicle Equipment, Parts and Labor

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 April 25, 2025 to April 24, 2026 at the same price, terms and conditions for all vendors except vendor (AK) Motorola Solutions.

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 4/1 7/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 0435B55D-D8C7-47D1-AFCD-0345CB9EF2ED

(AF) 0000051541
Chalmers Ford DBA MHQ
West 5601 Balloon Fiesta Parkway Suite C
Albuquerque, NM 87113
505-821-0667
jgranger@mhqwest.com

Payment Term: Net 30

Delivery: 30-120 days depending on product. Materials/Chip Shortages may affect these delivery times.

(AG) 0000135964
Enchanted Technology Solutions, LLC
6615 Sujeto Rd. NW
Albuquerque, NM 87120
(505) 946-8219
jeffg@ets.us.com

Payment Term: Net 30

Delivery: 4-6 Weeks or as requested

(AH) 0000091507
Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484
(708)534-3400
policefireorders@fedsig.com
service@fedsig.com

Payment Term: Net 30

Delivery: 30 days FOB

(AI) 0000165776
Frontline Upfitting LLC
3008 Walsh Loop SE
Rio Rancho NM 87124
(505) 980-0466
javis@frontlinenm.com

Payment Term: Net 30

Delivery: As Requested

(AJ) 0000137862
MFLL, Inc dba Melloy Ford
499 Emilio Lopez Rd
Los Lunas, NM 87031
505-866-3005
randy@melloyfleet.com

Payment Term: Net 10 days

Delivery: As Requested

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(AF) Don Chalmers Ford dba MHQ West continued	
Putco-Vehicle Lighting	www.putco.com MSRP - 10%
Ranch Hand-Vehicle Bumpers	www.ranchhand.com MSRP - 0%
Raptor Products-Weapon Locks	www.usaraptor.com MSRP - 10%
Retrax-Truck Accessories	www.retrax.com MSRP - 0%
Rigid Industries-Vehicle Lighting	www.ridgidindustries.com MSRP - 10%
RKI-Tool Box Storage	www.rki-us.com MSRP - 0%
Rockland Products-Storage Systems.	www.rocklandcustomproducts.com MSRP - 0%
Safety LLC-First Aid Kits	www.safetynm.com MSRP - 0%
Safety Vision-in car camera	www.safetyvision.com MSRP - 0%
Samlex-Power inverters	www.samlexamerica.com MSRP - 0%
Santa Cruz- Gun Locks	www.santacruzgunlocks.com MSRP - 20%
Setina Mfg-Prisoner Cage, weapon locks, storage	www.setina.com MSRP - 20%
Smitty Built-Winches	www.smittybilt.com MSRP - 0%
SoundOff Signal-Vehicle Lighting	www.soundoffsignal.com MSRP - 36%
Southwest Iron Works-custom fabrication	www.southwestironworks.com MSRP - 0%
Stalker- Radar, in car camera	www.stalkerradar.com MSRP - 10%
Streamlight-Flashlights	www.streamlight.com MSRP - 20%
Strong Suit -Gloves	www.strongsuitgloves.com MSRP - 0%
Super Springs-Vehicle Accessories	www.superspringsinternational.com MSRP - 0%
Survival Armor-Armor	www.survivalarmor.com MSRP - 0%
Synnex-Computers/Accessories	www.synnex.com MSRP - 0%
Tessco-communications accessories	www.tessco.com MSRP - 0%
Tiger Tough-Seat covers	www.tigertough.com MSRP - 0%
Tomar-Vehicle Lighting	www.tomar.com MSRP - 20%
Topper Town-camper shells	www.toppertownabq.com MSRP - 0%
Troy Products-Consoles, partitions, computer mounts	www.troyproducts.com MSRP - 20%
Truck Vault-Storage Solutions	www.truckvault.com MSRP - 10%
Tuffy Products-Storage Solutions	www.tuffyporducts.com MSRP - 0%
Unity Spotlights-Scene Lighting	www.unitusa.com MSRP - 10%
UWS-truck storage boxes	www.uwsta.com MSRP - 0%
Wanco-message boards	www.wanco.com MSRP - 0%
Warn-Winches	www.warn.com MSRP - 0%
Watchguard-video in car/body	www.watchguardvideo.com MSRP - 0%
Waytek Wire-Wiring Accessories	www.waytekwire.com MSRP - 0%
Weather Guard-tool boxes	www.weathguard.com MSRP - 0%
Western-Snow Plows	www.westernplows.com MSRP - 0%
Westin-push bumper, partitions, accessories	www.westinautomotive.com MSRP - 20%
Whelen-Vehicle Lighting	www.whelen.com MSRP - 36%

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(AF) Don Chalmers Ford dba MHQ West

Statewide Price Agreement # 20-00000-21-00030

Discount off parts catalog or list price for all related vehicle equipment, both emergency and non-emergency products

Vendor	Percentage Off List Price
4 Wheel Parts-Automotive Parts	www.4wheelparts.com MSRP - 0%
911 Circuits-Wire harness and accessories	www.911circuits.com MSRP - 20%
Able 2 Products - Emergency Lighting	www.able2products.com MSRP - 25%
Admiral Camper-camper shells/accessories	www.admiralcampers.com MSRP - 0%
Aervoe-Safety devices	www.aervoe.com MSRP - 0%
Alamo Auto Supply-Vehicle Accessories	www.alamoauto.com MSRP - 0%
All other **Open Market** items	MSRP - 0%
Amazon-variety of products required for builds	www.amazon.com MSRP-0%
American Aluminum-K9 /Prisoner Transport	www.ezrideronline.com MSRP - 10%
Angel Armor LLC-Ballistic Panels	www.angelarmor.com MSRP - 0%
ARB-Off road accessories	www.arbusa.com MSRP - 0%
Asset Works-Fuel Management	www.assetworks.com MSRP - 0%
ATC Campers-camper shells/access.	www.atctruckcovers.com MSRP - 0%
B & B Enterprises-custom vehicle equip.	www.bbenterprisesinc.com MSRP - 20%
Bendix King-communication equip.	www.bktechnologies.com MSRP - 0%
Better Built-tool boxes	www.lifebetterbuilt.com MSRP - 0%
Brookings Ind.-Emergency Vehicle Equip.	www.brookingindustries.com MSRP - 25%
Brother Printers-computer printers	www.brother-usa.com MSRP - 10%
Bull Dog Winch-vehicle winches	www.bulldogwinch.com MSRP - 0%
Cargo Glide-vehicle storage	www.cargoglide.com MSRP - 10%
Coban-In Car/Body Cameras	www.safefleet.net MSRP - 0%
Code 3-Emergency vehicle lighting	www.code3esg.com MSRP - 20%
Cool Cop-officer cooling access.	www.coolcop.com MSRP - 0%
Cradle Point-Computer Modems	www.cradlepoint.com MSRP - 0%
Curt-vehicle accessories	www.curtmfg.com MSRP - 0%
D & R Manufacturing-Emergency Vehicle Lighting	www.dandrmanufacturing.com MSRP - 15%
Dakota Bodies-Vehicle Service Bodies	www.dakotabodies.com MSRP - 0%
Decked-Vehicle Storage	www.decked.com MSRP - 10%
Dell-computers	www.dell.com MSRP - 0%
Digital Ally-Cameras in car/body	www.digitalallyinc.com MSRP - 0%
ECCO-Vehicle Lighting	www.eccoesg.com MSRP - 10%
Extang-Truck Covers	www.extang.com MSRP - 0%
Extendo Bed-Storage Systems	www.extendobed.com MSRP - 0%
Fab Fours-Push Bumpers	www.fabfours.com MSRP - 0%
Federal Signal-Vehicle Lighting/Accessories	www.fedsig.com MSRP - 36%
Feniex Industries-Vehicle Lighting	www.feniex.com MSRP - 15%
Ford Motor Company-Auto Parts	www.parts.ford.com MSRP-0%
FRC-Scene Ligthing	www.fireresearch.com MSRP - 0%

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(AF) Don Chalmers Ford dba MHQ West continued	
Gamber Johnson-Consoles, Dock and Access.	www.gamberjohnson.com MSRP - 20%
Getac-Computers	www.geta.com MSRP - 0%
General Motors-Auto Parts	www.gm.com MSRP-0%
Go Light-Scene Lighting	www.golight.com MSRP - 10%
Go Rhino-Push Bumpers/Access	www.gorhino.com MSRP - 20%
Harris-Two Way Radios	www.l3harris.com MSRP - 0%
Havis-Console-Dock, K9, Prisoner Tran.	www.havis.com MSRP - 20%
Highway Products-Vehicle Bodies	www.highwayproducts.com MSRP - 0%
Innovative-Consoles/Storage	www.idsmp.com MSRP - 10%
Jackson Creek-Animal Control	www.Jacksoncreekmfg.com MSRP - 0%
Jotto Desk-Docks Consoles, Weapon Mounts	www.gojotto.com MSRP - 20%
Kent D Bruce LLC-Havis/Whelen	www.kdbco.com MSRP - 0%
Kenwood-Two Way Radios	www.comms.kenwood.com MSRP - 0%
Kussmaul-Vehicle Battery Chargers	www.kussmaul.com MSRP - 10%
Kustom Signals Radar- Video in car/Body	www.kustomsignals.com MSRP - 10%
L3 Mobile Vision-Video in Car/Body	www.safefleent.net MSRP - 0%
Laguna Seats-Prisoner Seats	www.laguna3p.com MSRP - 10%
Leer-Campers/Accessories	www.leer.com MSRP - 0%
Lenco-Armored Vehicle Parts	www.lencoarmor.com MSRP - 0%
Line-X-Bed Lining	www.linex.com MSRP - 0%
LKQ-Reconditioned auto parts	www.lkqonline.com MSRP - 0%
L-Tron-Electronic Scanner	www.l-tron.com MSRP - 0%
Mopar-Auto Parts	www.mopar.com MSRP-0%
MHQ Graphics-Graphics	www.mhqwest.com MSRP - 40%
MHQ Shop Supplies	www.mhqwest.com MSRP - 0%
MHQ Window Tint	www.mhqwest.com MSRP - 10%
Motorola-Two Way Radios	www.motorola.com MSRP - 0%
MPH Industries-Vehicle Radars	www.mphindustries.com MSRP - 0%
NAPA-Auto Parts	www.napaonline.com MSRP - 0%
NextBelt-Belt Accessories	www.nexbelt.com MSRP - 5%
Night Stick-Flashlights	www.nightstick.com MSRP - 0%
OPS/Ezstak-Storage Solutions	www.opspublicsafety.com /www.ezstak.com MSRP - 15%
Panasonic-Computers	www.panasonic.com MSRP - 0%
Panorama-Antennas	www.panorama-antennas.com MSRP - 0%
Parsec Technologies-Antennas	www.parsec-t.com MSRP - 0%
Pelican Products-Storage Products	www.pelican.com MSRP - 10%
Poly Plannar-Vehicle Speakers	www.polyplanar.com MSRP - 0%
PTS-Prisoner Seats	www.prisonertransportsystems.com MSRP - 15%
Pro-Gard-Prisoner Cages, seats, weapon locks	www.pro-gard.com MSRP - 20%
Propper-Clothing	www.propper.com MSRP - 0%
ProVision-In Car Video	www.provisionusa.com MSRP - 0%

PROPOSAL

Santa Fe Police Department
Attention: Accounts Payable
2515 Camino Entrada
SANTA FE NM 87507
USA

Date
16 Jun 2025

Expiry
14 Sep 2025

Quote Number
20255436

Reference
Mobiles

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
VM-8000	Kenwood Viking 8000 Mobile Radio with KCH-21 Hand Held Controller, External Speaker, and 3-Year Warranty Enabled options Dual Band VHF & 7/800 P25, P25 Trunking, TDMA, LLA, AES Multi-Key, OTAP, OTIP, and GPS	20.00	9,112.00	25.00%	Tax Exempt	136,680.00
ANTKIT	Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna Tri-Band with Spring	20.00	275.00	25.00%	Tax Exempt	4,125.00
PROGRAM	2-way Radio Programming	20.00	65.00		7.625%	1,300.00
					Subtotal *(includes a discount of 46,935.00)*	142,105.00
					TOTAL TAX	99.13
					TOTAL USD	**142,204.13**

Terms

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

Proposal Terms & Conditions

All proposals are valid for 30 days from the date issued. We reserve the right to withdraw a proposal at any time and for any reason. Shipping or freight charges may be added to the final invoice if they are not explicitly included in the proposal.

Please note that due to ongoing fluctuations in U.S. trade policy, including the implementation and partial suspension of tariffs on goods from countries such as Mexico, Canada, and China, pricing remains subject to change. While we have made efforts to avoid immediate adjustments, the situation remains fluid. We are actively working with our suppliers to mitigate potential cost impacts and maintain the best possible pricing for our customers.

As this situation evolves, customers should be aware that price increases may occur at any time without prior notice.

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Number: **10-00000-20-00048**

Amendment No.: **Seven**

Term: **November 18, 2020 – November 17, 2026**

Procurement Specialist: **Yuliastuti Wulandari** YW

Telephone No.: **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title: **Communication, Radio Equipment, Parts, Accessories and Related Services**

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 November 18, 2024 to November 17, 2026 at the same price, terms and conditions for (AA) Advanced Communications and Electronics, (AB) Code 3 Service, LLC, (AD) Enchanted Technology Solutions, (AF) Icom America Inc, (AG) L3Harris Technologies Inc., (AH) Motorola Solutions Inc., (AK) Specialty Communications, and (AL) Mobile Communications America.

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

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 8/22/2024

MS

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Awarded Vendors:

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

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Code 3 Services, LLC

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

No.	Manufacturer	Product Category	APC	Item	Short Description	MSRP % Discount
1.	KENWOOD	LMR Radio	N/A	CURRENT CATALOG	KENWOOD LMR RADIOS AND ACCESSORIES	25%
2.	BK TECHNOLOGIES	LMR Radio	N/A	Current Catalog	BK Radios & Accessories	30%
3.	Harris	LMR Radio	N/A	Current Catalog	Harris Radios and Accessories	25%
4.	Harris Software	LMR Software	N/A	Current Catalog	Harris Software	10%
5.	Unication USA	LMR Radio	N/A	Current Catalog	Unication Fire Pagers and Accessories	10%
6.	Pyramid	LMR Radio	N/A	Current Catalog	Pyramid Vehicle Repeaters	25%
7.	Tait	LMR Radio	N/A	Current Catalog	Tait Radios and Accessories	20%
8.	Motorola	LMR Radio	N/A	Current Catalog	Motorola Radios and Accessories	10%
9.	Zetron	LMR Radio	N/A	Current Catalog	Zetron Radio Consoles, Paging, and Accessories	15%
10.	MindShare	LMR Radio	N/A	Current Catalog	MindShare Dispatch Console and Accessories	10%
11.	Codan	LMR Radio	N/A	Current Catalog	LMR Repeaters	15%
12.	DTRS Airtime	LMR Radio	DTRS	Current Catalog	Monthly Radio System Airtime	0%
13.	OTTO	Accessories	N/A	Current Catalog	Radio Accessories	20%
14.	Icom America	LMR Radio	N/A	Current Catalog	Icom LMR Radio & Accessories	25%
15.	Impact	Accessories	N/A	Current Catalog	Radio Accessories	15%
16.	JPS Interop	LMR Radio	N/A	Current Catalog	Interop Gateways and Voters	5%
17.	Other	LMR Radio	N/A	Current Catalog	Other LMR Radio Not Listed	5%
18.	Sinclair	LMR Radio	N/A	Current Catalog	Radio Antenna and Filtering	15%
19.	CommScope	Accessories	N/A	Current Catalog	Coax, Connectors, & Accessories	15%
20.	Laird	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
21.	Pulse / Larsen	Accessories	N/A	Current Catalog	Antennas and Accessories	20%
22.	RF Industries	Accessories	N/A	Current Catalog	Connectors, Coax, & Accessories	20%
23.	Tram Browning	Accessories	N/A	Current Catalog	Antennas, Coax, & Accessories	20%
24.	Sti-Co	Antenna	N/A	Current Catalog	Antennas, Coax & Accessories	10%
25.	Telex	LMR Radio	N/A	Current Catalog	Dispatch Console, Tone Remote	10%
26.	Power Products	Accessories	N/A	Current Catalog	Batteries, Chargers, & Accessories	15%
27.	David Clark	Accessories	N/A	Current Catalog	Radio Headsets and Accessories	10%
28.	Hytera	LMR Radio	N/A	Current Catalog	Radios & Accessories	25%
29.	Mimosa	LMR Network	N/A	Current Catalog	LMR Radio Network & Accessories	10%
30.	Repair Depot	LMR Radio	N/A	Current Catalog	Depot Factory Repair Service LMR	0%

FY26 Veh Order Request Packet

Final Audit Report 2025-07-21

Created:	2025-07-17
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA339vBLm-iS5_S3CZPnSIcNhPHIl4WDy7

"FY26 Veh Order Request Packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-17 - 4:31:10 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
2025-07-17 - 4:43:01 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-18 - 5:14:41 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-18 - 5:17:22 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
2025-07-18 - 5:17:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-21 - 2:44:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-21 - 2:45:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-21 - 2:45:49 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Memorandum

Date: July 2, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager *rgm*

Via: Regina Wheeler, Public Works Department Director *RW* RW

RE: New Mexico Department of Transportation Local Government Road Fund – Project Control Number L500618

EXECUTIVE SUMMARY:

The Resolution accepts a Transportation Project Fund Grant administered by the New Mexico Department of Transportation ("NMDOT") and approves entering into a Cooperative Agreement, Project Control Number L500618, for pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road. The anticipated total for the project is eighty-seven thousand six hundred thirty-nine dollars ($87,639). The Cooperative Agreement establishes the NMDOT's share of the total amount will be sixty-five thousand seven hundred twenty-nine dollars ($65,729), which is seventy-five percent (75%). The City of Santa Fe's ("City") share of the total amount will be twenty-one thousand nine hundred ten dollars ($21,910), which is twenty-five percent (25%). Any dollar spent above the anticipated total ($87,639) will be paid by the City.

BACKGROUND:

In March 2025, the City's Public Works Department applied for a Local Government Road Fund ("LGRF"), administered by NMDOT for improvements at the intersection of Agua Fria Street and Cottonwood Road. This project has been prioritized by the Governing Body in the Impact Fees Capital Improvements Plan Fiscal Year 2021-2027, Resolution No. 2022-18.

The project scope includes the construction of a roundabout, reconstruction of concrete curb and gutter, full pavement reconstruction, permanent signing and striping, pedestrian improvements, roundabout lighting and utility relocations/adjustments at the intersection of Agua Fria Street and Cottonwood Road.

The proposed project agreement, included in the Resolution as Attachment, A, terminates on December 31, 2026. NMDOT requires a resolution documenting acceptance of this funding, approved by the Governing Body.

ATTACHMENT:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Lee Garcia

A RESOLUTION

ACCEPTING A GRANT FROM LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION AND ENTERING INTO COOPERATIVE AGREEMENT CONTROL NUMBER L500618.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter into a Cooperative Grant Agreement under the Local Government Road Fund Program for a local road project, incorporated as Attachment A, the purpose of which is the pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road; and

WHEREAS, the NMDOT and City estimate the total cost of the project will be eighty-seven thousand six hundred thirty-nine dollars ($87,639) to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be seventy-five percent (75%) or sixty-five thousand, seven hundred twenty-nine dollars ($65,729); and

2. The City's share shall be twenty-five percent (25%) or twenty-one thousand, nine hundred ten dollars ($21,910).

WHEREAS, the agreement provides that the City shall pay all costs that exceed the total project cost of eighty-seven thousand six hundred thirty-nine dollars ($87,639).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Fiscal Year 2026 Cooperative Agreement, Project Control Number L500618, included as Attachment A, as part of a program administered under the Local Government Road Fund Program, for pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road, is hereby approved.

BE IT FURTHER RESOLVED that it adopts the project for the Cooperative Agreement and the project has a priority standing for the City, as established by Resolution No. 2022-18, which updated the City's Impact Fees Capital Improvement Plan.

BE IT FURTHER RESOLVED that the Cooperative Agreement terminates on December 31, 2026, and the City 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 the written agreement.

BE IT FURTHER RESOLVED that the City Manager is authorized to bind the City to the terms and conditions and conditions of the Cooperative Agreement and the City's Complete Streets Capital Projects Manager is authorized to request in writing and secure extensions to the Cooperative Agreement on behalf of the City in the manner set forth by the Cooperative Agreement.

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 16, 2025 10:58 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Local Government Road Fund L500618 Agua Fria-Cottonwood Roundabout

ATTACHMENT A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500618

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. **Purpose.**
   The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500618, and the Public Entity's resolution attached as **Exhibit C**. See:

   Pavement Rehablitation/Improvements, Reconstruction, Full Construction

   The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. **Project Funding.**
   a. The estimated total cost for the Project is **Eighty Seven Thousand Six Hundred Thirty Nine Dollars and No Cents ($87,639)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2026 Local Government Road Fund **For the purpose stated above in Section 1.**	**$65,729**	**$21,910**	**$87,639**
		Total Project Cost	**$87,639**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction,**

and Cost form, attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues,

workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
City of Santa Fe Clerk or Designee Date: _____

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Jun 25, 2025 13:32 MDT)
City Attorney or Designee Date: 06/25/2025

Finance Director:

_____ Date: _____

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
City of Santa Fe RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$87,639** to be funded in proportional share by the parties hereto as follows:

CN L500618 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2026 Local Government Road Fund Pavement Rehablitation/Improvements, Reconstruction, Full Construction	**$65,729**	**$21,910**	**$87,639**

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **$87,639**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2026** and the **City of Santa Fe** 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 the written agreement.
c. The agent of the **City of Santa Fe**, _____(name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500618** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Agua Fria- Cottonwood Roundabout - Pavement Rehablitation/Improvements, Reconstruction, Full Construction** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

_____ DATE _____
(PRINTED NAME, POSITION)

FIR No. 10699.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Local Government Road Fund – Agua Fria/Cottonwood

Sponsor(s): Councilor Lee Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 06/17/2025 **Phone:** 505-9556623

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jul 16, 2025 10:58 MDT) **Date:** 07/16/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 07/17/2025

Summary:
The Resolution accepts a Transportation Project Fund Grant administered by the New Mexico Department of Transportation ("NMDOT") and approves entering into a Cooperative Agreement, Project Control Number L500618, for pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road. The anticipated total for the project is eighty-seven thousand six hundred thirty-nine dollars ($87,639). The Cooperative Agreement establishes the NMDOT's share of the total amount will be sixty-five thousand seven hundred twenty-nine dollars ($65,729), which is seventy-five percent (75%). The City of Santa Fe's ("City") share of the total amount will be twenty-one thousand nine hundred ten dollars ($21,910), which is twenty-five percent (25%). Any dollar spent above the anticipated total ($87,639) will be paid by the City.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe will not receive the Transportation Project Fund Grant from NMDOT in the total amount of sixty-five thousand seven hundred twenty-nine dollars ($65,729), meaning it will not receive the additional funding needed to complete the pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
The additional funding will be sufficient to complete the project.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 87,639	$	$	Y	NR	NMDOT Fund	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 87,639	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The additional funding of $87,639 will be used to construct a roundabout at the intersection of Agua Fria and Cottonwood.

Revenue

Revenue Type	FYE 26	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP (impact fees)	$ 21,910	$	$	NR	
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$65,729	$	$	NR	
Total	$	$	$		

Revenue Narrative:

Additional funding for the construction of Agua Fria-Cottonwood Roundabout project is coming from the State ($65,729) and City's road impact fees ($21,910) for a total of $87,639.

Signature: Regina Wheeler
Regina Wheeler (Jul 17, 2025 10:46 MDT)

Email: rawheeler@santafenm.gov

Signature: ROMELLA GLORIOSO-MOSS

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: July 23, 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: Charter Amendment Regarding Mayoral Voting Powers

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(B) of the City's Charter allows a mayor to "have a vote on all matters that come before the governing body". The ballot question would amend the City's Charter to allow the mayor to vote only when there is a tie.

- Before 2008, the Charter limited the mayor's vote to ties.
- Between 2008 and 2014, the Charter provided the mayor could vote in a tie "or when his or her vote will provide the necessary number of votes required by law for taking action on an issue before the governing body."
- In 2014, the Charter was amended to authorize the mayor to "have a vote on all matters that come before the governing body."

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

Councilor Michael Garcia

Councilor Pilar Faulkner

A RESOLUTION

PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY'S VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION REGARDING AMENDING THE CITY'S CHARTER TO LIMIT THE MAYOR'S AUTHORITY TO VOTE TO WHEN THERE IS A TIE.

WHEREAS, the Governing Body wants to distinguish mayoral and city councilor powers by limiting the mayor's ability to vote only when there is a tie; and

WHEREAS, the Governing Body has identified the Mayor's voting rights portion of the City Charter ("Charter") as a first step to distinguishing councilor and mayoral powers; and

WHEREAS, on August 22, 2023, at a Special Meeting, the Governing Body agenda included a resolution that proposed that the voters of Santa Fe consider the following amendment to Article V, Section 5.01, (B) during the regular local election in November of 2023:

B. Have a vote on <u>matters on which there is a tie vote among city councilors;</u> [~~all matters that come before the governing body;~~]; and

WHEREAS, the resolution containing the amendment above was not adopted; and

WHEREAS, to limit the mayor's ability to vote only when there is a tie, Article 5.01 of

the Charter should be amended to read as follows:

5.01. - Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. [~~Have a v~~]Vote only in the case of a tie in [~~all~~] matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commissions;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk without council approval;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

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 purposes; and

O. Be recognized by the governor for purposes of military law.

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that wish to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby proposes to submit the following question on the ballot of the regular local election on November 4, 2025:

MAYOR VOTING RIGHTS

Should the Santa Fe Municipal Charter be amended to only allow the Mayor to vote to break a tie amongst city councilors for matters that come before the governing body?

For ☐ Against ☐

BE IT FURTHER RESOLVED that should the electorate vote in favor of the above question, then the City's Charter shall be amended as follows:

5.01. - Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. [~~Have a v~~]Vote only in the case of a tie in [~~all~~] matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commissions;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk without council approval;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

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 purposes;

and

O. Be recognized by the governor for purposes 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 (Jul 25, 2025 11:10:04 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10704;

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Charter Amendment Limiting Mayoral Voting to Ties

Sponsor(s): Councilor Alma Castro and Councilor Michael Garcia

Reviewing Department(s): City Attorney's Office; City Clerk's Office

Staff Completing FIR: Marci Eannarino; Legislation and Policy Innovation Manager

Date: 7/23/2025 **Phone:**(505) 955-6518

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jul 25, 2025 11:10:04 MDT) **Date:** 07/25/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 07/25/2025

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(B) of the City's Charter allows a mayor to "have a vote on all matters that come before the governing body". The ballot question would limit the mayor's vote to ties.

Departments Affected:
Mayor; Governing Body

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
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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 Annarino

Email: maeannarino@santafenm.gov

CITY OF SANTA FE
CITY ATTORNEY

MEMORANDUM

To: **Members of the Governing Body**

From: **Frank Ruybalid, Assistant City Attorney** FR

Via: **Erin K. McSherry, City Attorney** EM

Re: **Appeal # 2025-9812-APPL of Case # 2024-9478-HDRB.** Property owner Miriam Leth-Espensen and agent Stefanie Beninato appeal the Historic Districts Review Board's December 10, 2024, decision denying a request for an exception to exceed the 4'6" maximum allowable height by 1'2", for a fence in front of a contributing house in the Downtown and Eastside Historic and Business Capital Districts.

Date: **April 25, 2025, for the April 30, 2025, Governing Body meeting**

Property owner, Mirian Leth-Espensen, represented by agent Stefanie Beninato ("Appellant") has filed an Appeal challenging a decision by the Historic Districts Review Board ("HDRB" or "Board") denying her application to approve a 5-foot-8-inch-high fence at 614 Paseo de Peralta (the "Property"). A contractor for the Appellant Ms. Leth-Espensen built the fence without applying for a building permit or HDRB approval, and the City issued Notices of Violation to the property owner. The property is in the Downtown and Eastside Historic District and in the Business Capital District, East Marcy / East Palace Subdistrict. After a public hearing on December 10, 2024, the HDRB denied the Appellants' application for retroactive approval of the non-compliant fence and the exception the Appellants sought to the Historic Districts Code. The Appellants appeal the HDRB's denial.

Both the Business Capital District standards and the Historic Districts Code restrict the height of fences. **[Santa Fe City Code ("SFCC" or "Code") Sections 14-7.4(A) and 14-5.2(D)(9)(c)(ii) (C)]** The Business Capital District's height limitations are more restrictive than the Historic District's, and the Code requires that the more restrictive limitation prevails over the less restrictive. **[SFCC Section 14-1.7(B)]** The Historic Districts Code permits exceptions to the Historic Districts standards **[SFCC Section 14-5.2(C)(5)(c)]**, and the Appellant (the "Applicant" in the HDRB hearing) asked the Board to grant an exception. The six exception

criteria require the HDRB to consider elements such as the character of the streetscape, special conditions peculiar to the land, and the preservation of the City's historic areas. **[SFCC Section 14-5.2(C)(5)(c)]** The HDRB also considered that the structure on this property has a historically "contributing" designation, and the Code prohibits the HDRB from approving an alteration that jeopardizes that designation. **[SFCC Section 14-5.2(D)(1)(a)]**

Appellant claims the location of the property in a high-traffic area poses a hazard to her, the high fence is a necessary safeguard against trespass and vandalism, and the HDRB decision was arbitrary, capricious, and not based on the facts or the law. **[Ex. A, Verified Appeal Petition ("Petition"), at 4]** She also argues that other property owners in the Historic Districts and on this streetscape have installed 6-foot fences, approved by the HDRB, and the denial of the exception for her fence is, therefore, unfair. **[Ex. A, Petition, at 3, 9]** In this "de novo" appeal, the Governing Body may uphold or reverse the HDRB's decision to deny the application and the exception. **[SFCC Section 14-2.2(F)]** A "de novo" appeal is one in which the Governing Body conducts an independent application of the law to the evidence to decide whether the facts and the law support the structures' historic statuses.

I. BACKGROUND

A. <u>The Property, its History, and its Relation to the Street</u>

The Property is on the south side of Paseo de Peralta, across the street and to the west of the entrance to Historic Fort Marcy Park. It has a mixed use as a residence and Miriam's Well School of Weaving, which offers small weaving and textile-design classes. **[Ex. A, Petition, at 7; Ex. C, Excerpt from Minutes, at 38]** The Property is listed as historically contributing in the Downtown and Eastside Historic District, and is on the northern edge of the Business Capital District, East Marcy/East Palace Subdivision. **[Ex. C, Minutes, at 32-33]** Seven of the nine houses on Paseo de Peralta between East Marcy and Otero streets have either a contributing or significant status, and the Property is one of the seven. **[Ex. J, Building Historic Status Map, at 117]** The Anglo-American arrival influenced the development of this streetscape, and the houses in this area reflect the Anglo-American style of architecture, including low front-yard fences. **[Ex. C, Minutes, at 33]** The structure has a moderately pitched, gabled roof, deep-set windows, and a large bay of windows on the north where a porch has been enclosed. **[Ex. C, Minutes, at 32]** A photograph from the 1985 Historic Building Inventory illustrates that this house, like others in the streetscape, had low, fenestrated fencing at the property line. **[Ex. D, Staff Memo, at 53]** Although it is difficult to discern the exact fence material in the 1985 photograph, it is clear that historically the house had a direct relationship with the street, as do other historic buildings in the streetscape. **[Ex. C, Minutes, at 33]**

The south side of Paseo de Peralta has several distinguishing characteristics from the north side of the street. On the curve between East Marcy and Otero Streets, only the south side of Paseo de Peralta is within the Business Capital District ("BCD"); the north side of the street is outside the BCD. **[Ex. H, BCD Map Detail, at 115]** The south side of the street is lined with lower fences and yard walls with stepped heights, picket and wire fences, and walls combined with wrought-iron fencing creating an open fenestration of the wall. The north walls of two

structures (one residential and one commercial) abut the sidewalk. **[Ex. C, Minutes, at 34; Ex. D, Staff Memo, at 45, 49, 58]** There is a considerable grade difference between the south side of the street, which has a gradual slope, and the north side, where the steep, switchback trail to the Cross of the Martyrs commences. **[Ex. D, Staff Memo, at 45, 88]** Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. **[Ex. D, Staff Memo, at 45]**

B. Business Capital and Historic District Standards

Two standards limit the height of walls and fences in the neighborhoods in the northeast downtown area of Santa Fe. Height standards are found in both the Business Capital Districts Code, SFCC Section 14-7.4, Table A-1, and the Historic Districts Code, SFCC Section 14-5.2(D)(9)(c)(ii)(C). Height and other limitations in the BCD Code are more restrictive than those in the Historic Districts Code and, under this section of the SFCC, the more restrictive code section supersedes the less restrictive:

> 14-1.7 – CONFLICTING PROVISIONS: . . . (B) In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance, resolution or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires: . . .
>
> (2) the lower height of structure or lesser number of stories;

SFCC Section 14-5.1 has similar language: "When the requirements of an overlay district are in conflict with those of the underlying district or those of another overlay district, the more restrictive limitation or requirement controls as provided for in Section 14-1.7."

The BCD has several subdivisions, and 614 Paseo de Peralta is in the East Marcy / East Palace Subdistrict ("BCD EAS") **[Ex. H, BCD Map Detail, at 115]** Table A-1 under SFCC Section 14-7.4 reads, with respect to the BCD EAS subdistrict, "[w]alls, fences, and hedges permitted to maximum of 4 feet." **[Ex. I, BCD Table, at 116]** The Historic Districts Code, SFCC Section 14-5.2(D)(9)(c)(ii)(C), reads, "Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape." In compliance with this formula, the Staff took the measurements of 38 other fences and yard walls along the Paseo de Peralta streetscape and calculated the average, which was 54 inches, or 4 feet, 6 inches. **[Ex. D, Staff Memo, at 56]** Applying the height limitation of the BCD EAS, which is 4 feet, the Appellant's fence, at 5 feet 8 inches, exceeds it by 20 inches, or 1 foot 8 inches. Applying the height limitation of the Historic Districts Code under SFCC 14-5.2(D)(9), which is 4 feet 6 inches, the Appellant's fence exceeds it by 14 inches.

The property at 614 Paseo de Peralta has been designated historically "contributing" under the Historic Districts Code. **[Ex. J, Building Historic Status Map, at 117]** SFCC Section 14-12.1, defines this status level for historic properties:

> CONTRIBUTING STRUCTURE: A structure, located in a historic district, approximately 50 years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

The Code expressly prohibits any alteration to contributing, significant or landmark structures that will cause the structures to lose these specially protected designations. SFCC Section 14-5.2(D)(1)(a) reads:

> The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

Proposed additions or alterations that do not comply with Code restrictions for significant or contributing buildings are not entirely prohibited; the HDRB can permit them if the property owner or project applicant requests an "exception" and meets six criteria described in the Code at SFCC Section 14-5.2(C)(5)(c). The applicant has the burden of "conclusively demonstrating" the exception criteria. **[SFCC Section 14-5.2(C)(5)(c)]**

II. PROCEDURAL HISTORY

A. Notices of Violation

From at least 2015 through 2023, 614 Paseo de Peralta had a low white frame and wire mesh fence on its north lot line, which permitted an unobstructed view of the house from Paseo de Peralta. **[Ex. D, Staff Memo, at 45-46]** In August, 2023, a constituent complained that workers were building a new fence without a permit, and on August 18, 2023, a Building Inspection officer issued Ms. Leth-Espensen a Notice of Violation and a stop-work order, commonly called a "red tag." **[Ex. F, Notices of Violation, at 108]** Ms. Leth-Espensen sent an e-mail to the Staff apologizing for failing to obtain a permit, and claiming she went to the permit office where she was told she did not need a permit as long as the new fence did not exceed the height of the old fence. **[Ex. D, Staff Memo, at 103]**

The fence had not been removed by February, 2024, and the Building Inspection officer returned to the address and issued another Notice of Violation January 11, 2024. **[Ex. F, Notices of Violation, at 109]** Finding the fence still in place in April, the Historic Preservation Staff issued another Notice of Violation and filed it in Santa Fe Municipal Court, where the City opened a criminal case against Ms. Leth-Espensen, Case # CE 2024-00005. **[Ex. F, Notices of Violation, at 111]** On motions by Ms. Leth-Espensen's defense counsel, Lisa Torraco, that case has been postponed pending the outcome of the Governing Body Appeal hearing. Ms. Leth-Espensen (the "Applicant") applied for an HDRB review. **[Ex. G, HD Application, at 113-114]**

The Staff set an HDRB hearing on her application for December 10, 2024. The Applicant requested that the HDRB consider granting an exception to the fence height restrictions in the City Code, and she offered several reasons why she believed she fulfilled the six exception criteria. **[Ex. D, Staff Memo, at 88-89]**

B. Staff Recommendations

In its Staff Report to the HDRB, the Staff recommended that the application for the fence be denied. **[Ex. C, Minutes, at 35; Ex. D, Staff Report, at 44]** The Staff cited the height restrictions in the BCD East Marcy Subdistrict and the General Design Standards for the Historic Districts under SFCC Section 14-5.2(D) as bases for denying the application. **[Ex. C, Minutes, at 34-35; Ex. D, Staff Report, at 45-48]** In response to the request for exceptions, the Staff provided the following analysis in support of the recommendation to deny:

- Although high retaining walls and yard walls appear on the north side of Paseo de Peralta, they are required because the slope on the north side of the street is extreme while the slope on the south side of the street is more gradual;

- Low yard walls and fences, consistent with the BCD EAS ordinance, and fenestrated walls and fences, such as picket and wrought-iron fences are more characteristic of the south side of the street;

- The Applicant's need for security is no greater than that of other residents on this street, and their houses have low fences and yard walls, and the Applicant could increase her safety by measures other than a high fence that obstructs the view of the house;

- The hardships the Applicant faces without a high fence on her lot line affect all property owners on that streetscape, and the exception criteria requires the Applicant to demonstrate that the circumstances justifying an exception are unique to her property; and

- It is immaterial that the structure on the Applicant's property is a live-in workplace, as there are both residential and commercial properties on that block. **[Ex. D, Staff Report, at 48-52]**

C. Board Decision to Deny Application

On December 10, 2024, the HDRB held a public hearing about the application and request for an exception. Stefanie Beninato represented the Appellant in that hearing. **[Ex. C, Minutes, at 35]** Five members of the Board participated in the hearing. Because the chair only has a vote in the event of a tie, four members voted. **[City Resolution # 2009-20, Art. 11, § 2(B); Ex. C, Minutes, at 42]** The Staff gave a history of the property, described the project application, and recommended that the HDRB deny the project and enter findings that the exception criteria had not been met. **[Ex. C, Minutes, at 34-35]**

In the Applicant's presentation, Ms. Beninato asked Board Member Jennifer Biedscheid to disqualify herself. **[Ex. C, Minutes, at 35-36]** Ms. Beninato expressed concern that Member Biedscheid had a bias against the Applicant because the Applicant had posted a placard on her fence urging voters not to retain Judge Bryan Biedscheid, Jennifer Biedscheid's husband, in the 2024 general election. Member Biedscheid declined to disqualify herself, assuring the Applicant she had no bias, and that her service to the HDRB is not influenced by her husband's career or by cases that he presides over. **[Ex. C, Minutes, at 35-36]**

Ms. Beninato said that when the property had a low, wire fence, salt from the City's treatment of the icy street in the winter damaged the front of the house, and pedestrians coming and going from nearby parks trespassed on the property. **[Ex. C, Minutes, at 36]** Ms. Beninato gave examples of other properties in the Historic Districts with high fences, including one at the Girls, Inc., property at Paseo de Peralta and Hillside Avenue. **[Ex. C, Minutes, at 37]** Ms. Leth-Espensen also addressed the Board, testifying that strangers and homeless persons would pass through her property when she had a low fence, and the contractor told her that if the fence was not 6 feet or taller she would not need a permit. She felt that the fence was a solution to the increased traffic, tourists, and criminal elements of the city. **[Ex. C, Minutes, at 37]** Two members of the public addressed the Board, both expressing disapproval of the fence. **[Ex. C, Minutes, at 40-41]**

Member John Bienvenu moved, and the Board voted unanimously among the four voting members to deny the application, and to deny the height exception the Applicant sought. **[Ex. C, Minutes, at 42]** On February 11, 2025, the HDRB adopted written Findings of Fact and Conclusions of Law reflecting its decisions regarding the Property. **[Ex. B, Findings & Conclusions, at 25-29]**

D. Requirement for Board of Adjustment Review

Although the exception criteria under SFCC Section 14-5.2(C)(5)(c) allow the HDRB to consider many circumstances affecting a property when it reviews a project proposal, variations from the Business Capital Standards can be approved only by the Board of Adjustment. **[SFCC Sections 14-2.4 (Board of Adjustment); 14-2.5 (BCD Design Review Committee); 14-3.16 (Variances)]** For this reason, if the Governing Body grants the Appellant's appeal, the Appellant will have to submit her project to the Board of Adjustment for permission to exceed the height restrictions of the BCD EAS.

III. APPEAL TO THE GOVERNING BODY

A. Applicable Code Sections

Under SFCC Section 14-3.17(A)(2), an appeal of an HDRB decision may be filed for one or more of the following reasons:

(a) To contest non-compliance of a final action with Chapter 14 or

Sections 3-21-1 through 3-21-14 NMSA 1978 (the New Mexico zoning enabling act);

(b) To contest the application of SFCC Chapter 14; or
(c) To appeal a decision lacking substantial evidence to support it.

Although the Appellant claims a violation of her constitutional right of "equal protection," SFCC Section 14-3.17(A)(2) does not permit the Governing Body to base a decision on such a claim.

B. The Appellants' Claims

In her Verified Appeal Petition ("Petition"), the Appellant claims the HDRB made an arbitrary and capricious ruling which was not based on the law or the facts of the case. **[Ex. A, Petition, at 4]** She claims:

1. She is in danger from trespass, vandalism and burglaries, and the Board's decision impairs her physical safety and the peaceful enjoyment of her property. **[Ex. A, Petition, at 3, 7]**

2. Other parts of her property have coyote fencing, and the disapproval of a coyote fence on the street frontage requires two different types of fencing, creates an aesthetically incongruous and disharmonious property and devalues the property. **[Ex. A, Petition, at 3-5]**

3. Coyote fencing is commonplace on the Paseo de Peralta streetscape and elsewhere on the block, notably in the Castillo Plaza, which provides off-street parking to the Appellant's property and other business on that block. **[Ex. A, Petition, at 4-6]**

4. The Appellant has been treated unfairly because property owners at 803 Agua Fria St. and 301 Hillside Ave. (Girls, Inc.) have been permitted to build high coyote fences, the property owners at 803 Agua Fria St. have not complied with conditions the HDRB imposed, and they have not been issued a Municipal Court citation. **[Ex. A, Petition, at 3-5, 9]**

5. The Appellant has suffered a disadvantage by the City's failure to adopt Findings of Fact and Conclusions of Law within 35 days after the HDRB hearing, and the time for the Appellant to file her Appeal starts running on the 35th day after the hearing. **[Ex. A, Petition, at 3-4]**

6. The Board did not correctly apply the definition of "Streetscape," set forth in SFCC Section 14-12.1, which includes both sides of the street for 300 feet in either direction of the subject property. **[Ex. A, Petition, at 4-5]**

7. Member Biedscheid's refusal to disqualify herself resulted in an unfair hearing to the Appellant. **[Ex. A, Petition, at 10-11]**

IV. ANALYSIS

A. Evidence Supporting the Board's Decision

The HDRB had evidence to support its decision to deny the application and to deny the exception the Appellant requested. The Board spent an hour and 15 minutes on this hearing, there are 14 pages of Minutes for this discussion and Board's decision, and it is clear that the Board gave the Appellant and her attorney (Ms. Beninato) ample opportunity to offer evidence and to answer all the Board's questions. **[Ex. C, Minutes, at 32-43]**

In response to the arguments made by the Appellant in her Verified Appeal Petition, the Governing Body may consider, with respect to each of the Appellant's arguments, the following:

1. **The Appellant's exposure to safety hazards:**

The Board found that there are other, unprotected points of access to the house, notably on the east and west sides, and there was no proof that the coyote fence on the street front provides greater protection than any other fence. **[Ex. B, Findings & Conclusions, at 27; Ex. C, Minutes, at 38]** There is no barrier separating the Appellant's house from the adjacent property to the west, which has only a low yard wall, and the coyote fence on the Appellant's north lot line does nothing to prevent access through the neighboring property. **[Ex. C, Minutes, at 38; Ex. D, Staff Report, at 96-97]** The HDRB also found that hazards to the Appellant can be mitigated by other designs, such a lower, picket fence which could have pointed pickets, or a wrought-iron fence which could have pointed finials. **[Ex. B, Findings & Conclusions, at 27; Ex. C, Minutes, at 39-40]**

The exception criteria require special circumstances not applicable to other lands or structures. **[SFCC Section 14-5.2(C)(5)(c)(iv)]** The HDRB found that the Appellant had not shown a need for safety greater than at any other heavily traveled location, and that all the properties on the south side of Paseo de Peralta abut the sidewalk or have a minimal setback, and are similar to the subject property. **[Ex. B, Findings and Conclusions, at 27]**

2. **Aesthetic impairment from disallowance of coyote fencing:**

Photos presented to the Board depicting the property when it had a lower fence show that persons passing on Paseo de Peralta cannot see the coyote fencing in the back of the property. Trees and foliage on the east and west sides of the Appellant's house obstruct the view of the back yard, and fencing in the interior Castillo Plaza is not visible even from the unfenced adjacent property to the west. **[Ex. D, Staff Report, at 46, 96-97]** The Board found the height and its lack of fenestration, greatly obstructing the view of the house, as the fence's problematic characteristics, not necessarily its composition of latillas. **[Ex. C, Minutes, at 38, 40]**

The property owner's personal sense of aesthetics is not among the criteria the Board must consider, for that would make Code-mandated design standards meaningless to the extent a property owner does not like them. **[SFCC Section 14-5.2(C)(5)(c)]** The Board must consider the property's harmony with the streetscape, the preservation of historic areas and the "qualities relating to the history of Santa Fe." **[SFCC Section 14-5.2(A)(1)]** The history of the BCD EAS does not support high, solid fences. **[Ex. D, Staff Report, at 48-49]**

3. **Coyote fencing found elsewhere on the block:**

In a hearing in July, 2024, the Board approved a six-foot-high coyote fence at Girls, Inc., at 301 Hillside Ave., which is down the street to the east and visible from 614 Paseo de Peralta. **[Case # 2024-8626-HDRB]** However, the section of 301 Hillside Ave. that abuts Paseo de Peralta is on the north side of the street, the north side of Paseo de Peralta is outside the BCD EAS, and the fence height restrictions of the BCD EAS do not apply there. **[Ex. H, BCD Map Detail, at 115]**

The Board approved exception criteria for the fence at the Girls, Inc., property, and structures approved by a variance or exception are excluded from the streetscape by SFCC Section 14-5.2(D)(9)(b)(ii). This section reads: "When determining streetscape, the following structure types shall be excluded: . . . existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape." When approving the fence at Girls, Inc., the Board considered that that property already had coyote fencing, and a six-foot-high chain-link fence.

4. **High fences have been approved at 803 Agua Fria St. and 301 Hillside Ave.:**

The standards for the BCD EAS, Sections 14-7.4(A), control the *south* side of Paseo de Peralta only, and 301 Hillside Ave. (Girls, Inc.) is on the north side. **[Ex. H, BCD Map Detail, at 115]** The Business Capital District's height limitations are more restrictive than the Historic District's, and SFCC Section 1.7(B), reads that the more restrictive limitation prevails over the less restrictive.

803 Agua Fria St. is in a different historic district: the Westside-Guadalupe Historic District, controlled by a different section of the Historic Districts Code, SFCC Section 14-5.2(I). It is also on a different streetscape. And, because it is not in the Business Capital District or any subdistrict of the BCD, average height on the streetscape is the sole height regulation that applies under the Code. SFCC Section 14-5.2(I)(1)(f) specifically permits coyote fencing for the Westside-Guadalupe Historic District, but coyote fencing is solely at the Board's discretion for the Downtown and Eastside Historic District, SFCC Section 14-5.2(E).

Even if there were non-conforming properties in the vicinity of other structures or walls/fences that do not comply with the City Code, it is no defense to a prosecution for violating an ordinance that others have been permitted to violate it without prosecution or punishment. *City of Santa Fe v. Gamble-Skogmo, Inc.*, 1964-NMSC-016, ¶ 24, 73 N.M. 410, 389 P.2d 13 (1964); *Kansas City v. Wilhoit*, 237 S.W.2d 919, 924 (Kan.App. 1951).

5. **Delay in adopting Findings of Fact and Conclusions of Law:**

The Board approved the Findings of Fact and Conclusions of Law for 614 Paseo de Peralta in its meeting on February 11, 2025, which was 63 days after the HDRB heard the

Appellant's presentation on the project. **[Ex. B, Findings and Conclusions, at 29]** An Appellant's Appeal Petition must be submitted not later than the 50th day after a Land Use Board hearing, in accordance with SFCC Section 14-3.17(C)(1)(c) and (4)(b), but the Appellant does not have to wait until the HDRB approves the Findings of Fact and Conclusions of Law for the project to get a clear understanding how the Board voted. The Appellant can review any dialogue that took place in the hearing by replaying the hearing on the YouTube site. The link to the YouTube video is printed on the Agenda for the respective HDRB hearing.

There is no disadvantage to the Appellant that the Findings and Conclusions are approved after a Land Use Appeal comes due, as they do not control the discussion at the Appeal Hearing. The Appeal procedure, controlled by City Resolution # 2011-24, reads that the parties to the Appeal Hearing may introduce evidence that was not previously part of the Record. **[City Resolution # 2011-24(VIII)(E), Other Evidence]**

6. **Code definition of "streetscape" includes both sides of the street for 300 feet both directions:**

The Code provision the Appellants cite, SFCC Section 14-5.2(D)(9)(a)(ii)(B), is not the only Code section setting the considerations for streetscapes and fence heights. Also bearing on the height calculation are the six Streetscape Standards, found at SFCC Section 14-5.2(D)(9)(b)(i-vi). These standards exclude the Girls, Inc., property at 301 Hillside Ave. because structures approved by variance or exception are not considered, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on the streetscape are not considered. It is immaterial that "streetscape" includes both sides of the street under SFCC Section 14-5.2(D)(9)(a)(ii) because the BCD EAS standards, SFCC Section 14-7.4(A), are more restrictive than the streetscape definition at SFCC Section 14-5.2(D)(9), and under the Code the more restrictive limitation prevails. **[SFCC Section 14-1.7(B)]**

Also, the definition of "streetscape" at SFCC Section 14-12.1, requires the Board to consider the visual character of a street according to its topography, the pattern of structures and open space, building and wall setbacks, street and architectural design, and heights, widths and proportions of the structures. The length of the streetscape under SFCC Section 14-5.2(D)(9)(a)(ii)(B) is only part of the equation.

7. **Member Biedscheid's refusal to disqualify herself:**

The sole reason the Appellant gave for her request that Board Member Jennifer Biedscheid recuse herself was that the Appellant had posted a placard on her fence urging voters not to retain Judge Bryan Biedscheid, Member Biedscheid's husband, in the 2024 general election. **[Ex. C, Minutes, at 35-36]** A person presiding over a quasi-judicial proceeding, such as a land-use hearing, is held to the same standard as a judge, with respect to matters which affect the hearing officer's family member. Rule 21-211(3) NMRA reads that a judge must disqualify herself when "[t]he judge knows that he or she, individually or as a fiduciary, or the judge's spouse, domestic partner, parent, or child, or any other member of the judge's family residing in the judge's household, has an *economic interest* in the subject matter in controversy

or is a party to the proceeding." (Emphasis added.) And under the City Code, a conflict of interest means a prospect of *pecuniary*, or financial, gain or loss from an official act of a public official or any member of her family. **[SFCC Section 1-7.5]** There was never any claim that Member Biedschied or other relevant person, such as a member of her family or family's business, had a financial interest in this project, or that she would gain financially from its defeat.

Member Biedscheid was one of the four voting members of the HDRB who unanimously denied the exception for the fence project. **[Ex. C, Minutes, at 42]** Even if Member Biedschied recused herself, the vote would have been 3-0 to deny it, a unanimous outcome.

B. Standard of Review

On appeal, the Governing Body should independently apply the Code provisions to the facts of this case. *See* Appendix (relevant Code provisions).

V. CONCLUSION

In considering the Appellant's appeal, the Governing Body must address the following question:

Has the Appellant conclusively demonstrated she fulfills the six criteria for an exception to the Historic District standards?

If the answer is "**no**," then the Governing Body should deny the appeal.

If the answer is "**yes**," then the Governing Body should grant the appeal and state the facts supporting each of the six criteria.

VI. MOTION OPTIONS

There are two options for motions in this case:

Motion 1: I move to deny the appeal, on the grounds that the 5-foot-8-inch, solid fence is non-conforming to Historic District height and design standards for that streetscape and the Appellants have not conclusively demonstrated the six criteria for an exception to these standards.

Motion 2: I move to grant the appeal, on the grounds that, although the 5-foot-8-inch, solid fence is non-conforming to Historic District height and design standards for that streetscape, the Appellants have conclusively demonstrated the six exception criteria. The facts supporting the exception criteria are (state (i) through (vi)):

VII. LIST OF EXHIBITS

A	Verified Appeal Petition and Appellant's Exhibits	Jan. 28, 2025	pp. 1-24

B	HDRB Findings of Fact and Conclusions of Law	Feb. 11, 2025	pp. 25-29
C	Excerpts from Board Meeting Minutes	Dec. 10, 2024	pp. 30-43
D	HP Staff Report	Dec. 10, 2024	pp. 44-106
	1) Senior Planner Memo	Dec. 10, 2024	pp. 44-52
	2) Senior Planner Exhibits		pp. 53-86
	3) Application Packet	Oct. 1, 2024	pp. 87-104
	4) Historic Districts Wall & Fence Guidelines		pp. 105-106
E	Board Action Letter		p. 107
F	Notices of Violation		pp. 108-112
	Code Report and Stop Work Order	Aug. 18, 2023	p. 108
	Notice of Violation	Jan. 11, 2024	pp. 109-110
	Notice of Violation and Land Use Citation	Apr. 11, 2024	pp. 111-112
G	Historic Districts Application	March 1, 2024	pp. 113-114
H	Business Capital District map detail		p. 115
I	Business-Capitol District table (East Marcy Subdistrict)		p. 116
J	Building Historic Status map detail		p. 117

APPENDIX:
EXCERPTS FROM SANTA FE CITY CODE

§ 14-1.7 – Conflicting Provisions

. . .

(B) In the case of a conflict within Chapter 14, or between Chapter 14 and any other ordinance, resolution or regulation, the more restrictive limitation or requirement shall prevail, unless an exception is specifically stated, and the provision shall govern that requires:

(1) the greater width or size of yards, courts or other open spaces;
(2) the lower height of structure or lesser number of stories;
(3) the greater percentage of lot or land to be left unoccupied; or
(4) other higher standards.

§ 14-5.2 – Historic Districts

(A) General Provisions

(1) General Purpose

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a) The continued existence and preservation of historical areas and buildings;
(b) The continued construction of buildings in the historic styles; and

(c) A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

. . .

(C) Regulation of Significant and Contributing Structures in the Historic Districts

(1) Purpose and Intent

It is intended that:

(a) Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken;

(b) Changes to structures that have acquired historic significance in their own right shall be retained and preserved, recognizing that most structures change over time;

(c) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a structure be preserved; and

(d) New additions and related or adjacent new construction be undertaken in such a manner that if removed in the future, the original form and integrity of the historic property and its environment would be unimpaired.

. . .

(5) Exceptions

Staff shall determine if an exception to this section is required. The historic board may grant or deny an exception to the regulations set forth in this section provided that such exception does not exceed the underlying zoning.

. . .

(c) Height, Pitch, Scale, Massing, and Floor Stepbacks

The board is the city administrative board reviewing and granting or denying requests for exceptions from regulations set forth in Subsection 14-5.2(D)(9). . . . The board may grant exceptions and impose conditions thereon to Subsection 14-5.2(D)(9) for height of structures within the historic districts as specified in Subsection 14-5.2(D)(9)(a). In order to approve an exception, the board shall make findings of fact that the applicant conclusively demonstrated that requested exceptions comply with all the criteria listed as follows: (Ord. No. 2023-27 § 1)

(i) Do not damage the character of the streetscape;

(ii) Prevent a hardship to the applicant or an injury to the public welfare;

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts;

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant; and

(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).

(D) General Design Standards for All H Districts

In any review of proposed additions or alterations to structures that have been declared significant or contributing in any historic district or a landmark in any part of the city, the following standards shall be met:

(1) General

(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

(b) If a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied.

. . .

(9) Height, Pitch, Scale, Massing and Floor Stepbacks

The height, pitch, scale, and massing of any structure in a historic district, as defined in this section, shall be limited as provided for in this section, unless further restricted within this chapter.

(a) Applicability

The following sections identify specific areas and specific projects subject to this section. Planning and land use department staff shall determine whether or not properties are included within this section. (Ord. No. 2007-45 § 30; Ord. # 2020-22, § 16)

(i) Specific Areas

A. The authority to limit the height of any structure, as provided in this section, shall apply within the downtown and eastside, Don Gaspar, historic transition, and Westside-Guadalupe historic districts.

. . .

(ii) Project Types

Planning and land use department staff shall determine the applicability of this section to individual projects and the applicable streetscape as follows: (Ord. # 2007-45 § 30; Ord. # 2020-22, § 16)

A. If the project location is sited on a street which extends linearly with no interruptions or truncations, the streetscape shall include buildings, yard walls, and fences on both sides of the street on which the proposed building, yard wall, or fence is to be located, for a distance of six hundred (600) feet measured from the midpoint of the street facing façade(s) of the proposed building, yard wall, or fence in both directions parallel to the street centerline. See Illustration 14-5.2-1, “Linear Street - No Interruptions or Truncations.”

B. If the streetscape is truncated by an intersecting block or a

visual intrusion (such as a curve or turn in the streetscape) before the six hundred (600) feet is measured, the streetscape shall include all buildings, yard walls, or fences up to and including those which front the intersection or intrusion. See Illustration 14-5.2-2, "Truncation by an Intersecting Block or Visual Intrusion."

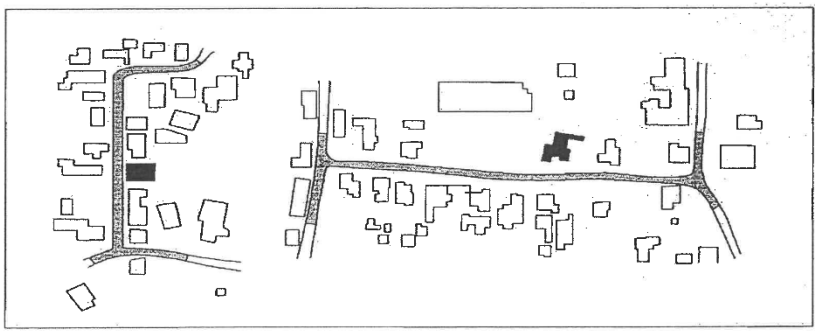


Illustration 14-5.2-2 Truncation by an Intersecting Block or Visual Intersection

(b) Streetscape Standards

. . .

(ii) When determining streetscape, the following structure types shall be excluded: institutional, buildings originally constructed to house a hotel, residential multiple unit, buildings with non-historic multiple stories, non-historic pitched roof, auxiliary outbuildings such as sheds, existing structures approved by way of a variance or exception, and yard walls and fences whose height is inconsistent with the predominant height of yard walls and fences on an applicable streetscape.

. . .

(c) Height

. . .

(ii) In exercising its authority under this section, the board shall limit the height of structures as set forth in this section. Heights of existing structures shall be as set forth on the official map of building heights in the historic districts.

. . .

C. Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.

(iii) In historic districts, height shall be the vertical distance measured between the highest part of a structure and the existing grade or finished grade, whichever is more restrictive, at the midpoint of the street facing facade, excluding rooftop appurtenances, the increased height of walls or fences over pedestrian and vehicular openings, and gates (either in opened or closed position).

. . .

§ 14-7.4 – Business-Capitol Districts

(A) Table of Dimensional Requirements for Townscape Subdistricts

East Marcy / East Palace:
Maximum Height of Structures (feet): 27
Maximum Lot Coverage Ratio: No requirements
Building Placement and Setback Requirements (feet):
Building setback requirements:
Street: Note 4 (10 feet)
Side: 5
Rear: 10
Minimum Open Space Requirements:
Open space of no less than 10 percent of the lot area shall be located adjacent to the front property line to serve as yard or courtyard
Landscape Treatment in Yards:
Landscape treatment required in yards and open space. Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip.
Height of Walls and Fences (feet):
Walls, fences, and hedges permitted to maximum of 4 feet
Placement of Off-Street Parking: Parking prohibited in required front yard
Portals: Prohibited within ROW

(B) Additional Regulations

. . .
(3) Design Objectives for Individual Townscape Subdistricts
The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:
. . .
(e) East Marcy / East Palace Subdistrict:
(i) maintain the continuity of blockfaces, including street trees and yards;
(ii) retain the residential scale of the area by limiting building heights and requiring yards;
(iii) encourage low walls that are compatible with the characteristic open yards; and
(iv) encourage a sense of openness.

§ 14-12.1 – Definitions

CONTRIBUTING STRUCTURE
A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure

is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains.

STREETSCAPE

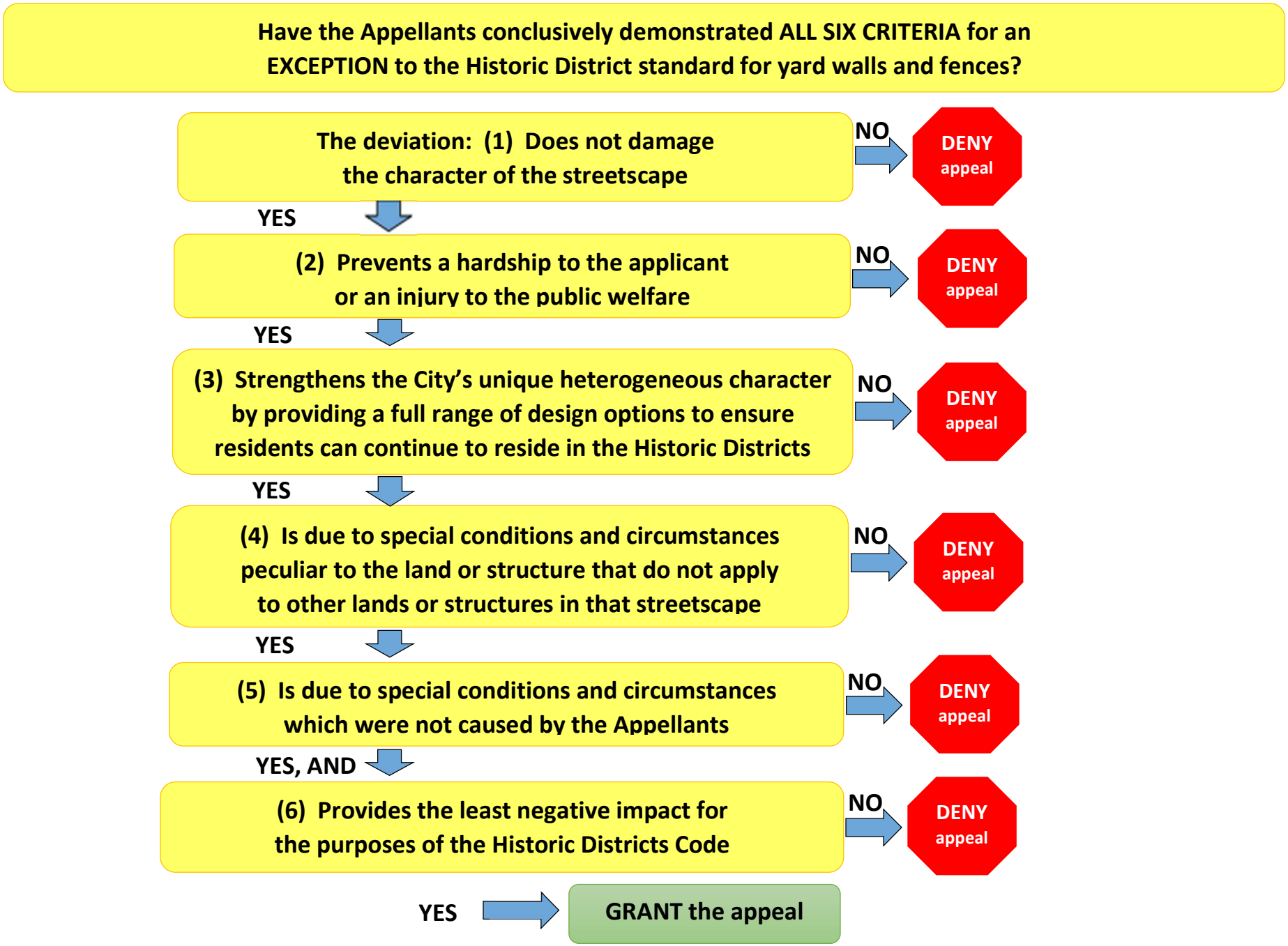
The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

STRUCTURE

Anything that is constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground, including buildings, mobile homes, walls, fences, swimming pools, spas, tennis courts, signs, flag poles, microwave satellite receiving dishes, TV antennas and communication devices.

Appeal # 2025-5536-APPL of Case # 2024-9478-HDRB, 614 Paseo de Peralta

Appeal by Miriam Leth-Espensen of HDRB Denial



Signature: Erin McSherry (Apr 25, 2025 16:59 EDT)

Email: ekmcsherry@santafenm.gov

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

EXHIBIT A

APPELLANT INFORMATION

Name: Miriam Leth-Espensen

Address: 614 Paseo de Peralta
Street Address — Suite/Unit #

Santa Fe — NM — 87501
City — State — ZIP Code

Phone: 505 9188810 Email Address: miriamsf@mac.com

Additional Appellant Names

Correspondence Directed to: Owner X Applicant X Both X

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:

Name (First, Last): Stefanie Beninato

Address: PO Box 1601
Street Address — Suite/Unit #

Santa Fe — NM — 87504
City — State — ZIP Code

Phone: 505 988 8022 E-mail Address: info@nmmediate.com

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at: 614 Paseo de Peralta Santa Fe 87501

Miriam Leth-Espensen

I/we authorize Stefanie Beninato to act as my/our agent to execute this application.

Signed: X M. Leth-Espensen Date: 04/24/25

Signed: Date:

SUBJECT OF APPEAL

Project Name: 614 Paseo de Peralta HDRB 24-009478

Applicant or Owner Name: Stefanie Beninato

Location of Subject Site: 614 Paseo de Peralta

Case Number: HDRB 24-009478 Permit Number (if applicable) :

Final Action Appealed: Issuance of Building Permit | Other Final Determination of LUD Director

Final Action of Board or Commission:
- Planning Commission
- BCD-DRC
- Board of Adjustment
- ✓ Historic District Review Board

Two originals of this form must be filed. The Land Use Department Director or their designee will enter the date and time of receipt and initial both original copies. See Section 14-3.17(D) SFCC 2001 for the procedure.

LAND USE STAFF ONLY

Time Filed: 10:17 am Fee Paid: $ 200.00 (Receipt Attached)

Date Filed: 4/28/2025 Staff Signature:

COSF 0001

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

BASIS OF STANDING (SECTION 14-3.17 SFCC)

Basis for Appeal: ✓ The facts were incorrectly determined ✓ Ordinance/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:
Denial of exception for fence at 614 Paseo de Peralta made by HDRB on 10 December 2024
HDRB 24-0004478

Check here if you have attached a copy of the final action that is being appealed.

A. DESCRIPTION OF HARM Describe the harm that would result to you from the action appealed (attach additional pages if necessary):
See attached 4 pg Attachment

B. EXPLAIN THE BASIS FOR APPEAL Please detail the basis for Appeal here (be specific):
See attached 11 pg Attachment

SIGNATURE & VERIFICATION

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: X M. Leth-Espensen Date: 1/24/25

Agent Signature: Stefanie Bennett Date: 1/24/25

I/We Myriam Leth Espensen + Stefanie Bennett being first duly sqorn, depose, and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/ our own knowledge.

X Appellant/s
M. Leth-Espensen
Signature

Myriam Leth-Espensen
Print Name

Agent
Stefanie Bennett
Signature

Stefanie Bennett
Print Name

Subscribed and shown to before me this 24 day of JANUARY 2025

Sylvia Mariscal
NOTARY PUBLIC

My commission expires:
4.18.2027

State of New Mexico
Notary Public
Sylvia Mariscal
Commission Number 1097458
Expiration Date 04/18/2027

Revised 7/23/2024

Attachment to Appeal Form

HARM

1 Severe impairment of physical safety and security, loss of peaceful enjoyment of her property, loss of reasonable use of the yard on her property due to periodic trespasses, vandalism and break in. Increased stress. The owner was in the house when the break in occurred.

2 Economic Devaluation of property due to periodic trespasses and vandalism

3 Aesthetic harm: The insistence of the Board that some other type of fencing than coyote fencing should be used despite the fact that coyote fencing has been on the property for decades. Having two types of fencing meeting is aesthetically incongruous and produces disharmony in the owner who has a highly developed aesthetic/artist sense and values. It devalues the property to have two inconsistent fencing types meet on the same property.

4 Emotional distress: The need to go to court to defend against a misdemeanor concerning the fence filed in city court. The case has been ongoing for 18 months in large part due to no planner being assigned to the case and the city apparently losing the application submitted by Paul Duran, city LUD employee on 1 March 2024. My client believes there are very few cases in which the city engages in this type of criminal action. For example, 803 Agua Fria built a coyote fence to 6 ft on a significant house without permission. The owners got redtagged and came to the Board. The HDRB allowed this fence with certain conditions. Eight months later, the owners have not met the conditions (lower fence slightly, put cross bracing on the inside), but the city is not in court with them on noncompliance.

5 Economic harm the cost of the construction of the fence ($2800) and the potential cost of its removal

6 Lack of equal protection— the HDRB stated that it allowed the owners of 803 Agua Fria and Girls Inc to have higher fences based solely on claims of safety yet denied similar action in this case while acknowledging the precedent the Board set in the other two cases. Girls Inc is within the streetscape of 614 Paseo de Peralta. See Basis for Appeal Unequal Treatment/Protection

7 The cost of an exception in front of HDRB when it seems that perhaps none was needed See Wall and Fence Guidelines: Board can grant an additional 20 percent of height beyond what it is allowed to grant in a historic district) "Wall heights should be carefully regulated by HDRB standards …and should be restricted so as not to increase the allowable height for the streetscape by more than 20 percent") $550 was for the HDRB application and exception request with additional representative fees.) And the cost of this appeal ($200).

8 Due Process/Equal Protection We have only an action letter from the HDRB but no adoption of findings and conclusions within 49 days of the oral decision. We are operating with a limited capacity to respond in accordance with the deadline that creates a disadvantage (14-3.17C4b) for the owner in creating a legally adequate record on which to base a further appeal if necessary. This type of legal harm has safety and economic effects. We are using the reasons given in the

Attachment to Appeal Form

city's response to 614 Paseo de Peralta's application for an exception. The Motion adopted the reasons set forth in the staff report to deny.

BASES FOR APPEAL

The owner requested a height variance on a fence to 5 ft 8 Inches when the HDRB can grant 4 ft 6 inches. The HDRB decision to deny the exception was arbitrary, capricious not based on law or fact and produced unequal protection. The HDRB denial was based on lack of fenestration, height and materials adopting the reasons in the staff's report which stated it was deleterious to the larger downtown/eastside streetscape; to the more immediate streetscape; and that it may potentially impact the character of the house. YouTube 2:39

I General Objection

1. FENCING MATERIAL

1A The decision was based on speculation and violates 14-5.2 C1a and violates HDRB policy of requiring consistent fencing/walls on an individual property; it ignores the existence of coyote fencing in the larger Downtown Eastside historic district as well as within this smaller streetscape. There is no law, and none was cited, that prohibits the construction of the fence because it will impact the "overall character" of the residence/business at 614 Paseo de Peralta.

II REPLY To CITY GROUNDS IN STAFF REPORT USED AS BASIS FOR HDRB DECISION

2A. RESPONSE TO CRITERIA ONE The streetscape has a variety of fences and walls within the streetscape as defined within the HDR ordinance. The staff ignored the existence of coyote fencing that has been on the subject property on Castillo Place for decades and coyote fencing in the streetscape directly across the street between a privately owned property and the Cross of the Martyrs, as well at Girls Inc which is within the streetscape. Moreover, there is several examples of coyote fencing within that square block. Obviously the Downtown/Eastside district allows coyote fencing as an approved fencing type in this district. (See Photos: Streetscape Looking East (7/24 City Docs) p 5/9 Staff Report Street; p15/21 HDRB Application; and Girls Inc and Otero/Castillo Place photos submitted with this Appeal.)

2B The Board and staff did not follow the definition of streetscape under the Historic code which includes both sides of the street and for 300 ft within either direction. Given those parameters, there are 10 and 8 ft masonry walls at street level (Photo p15/21 HDRB Application); a visible coyote fence that divides the Cross of the Martyrs from the adjoining property Streetscape Looking East (7/24 City Docs) ; Girls Inc coyote fencing; coyote fencing on the Castillo Pl side of this property (p2/24 City Docs) and a house wall at the sidewalk (zero lot line) on the adjoining property to 614 paseo de Peralta (Photo p15/21 ibid). The definition of Streetscape (14-12 Definitions) is "The visual character of a street or section of a street as defined by topography; the pattern of structures and open space ; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures , fixtures and graphics."

2C It does not make exceptions for changes in zoning or in topography. The staff acknowledged the existence of these taller walls and completely omitted consideration of Girls Inc fences which

are clearly in the streetscape. Staff's justification was that Girls Inc "is part of the Hillside streetscape and is part of a different zone district…". It is clearly in two streetscapes since it sits at an intersection. The staff report does not address the house wall at the street or the impact of these high masonry walls on the streetscape or Girls Inc when it stated that the coyote fencing was "deleterious" to this immediate streetscape.(YouTube 3:39)

2D Even if there is an intersection where Girls Inc is located, the 14-5.2-2 indicates "If the streetscape is truncated by an intersecting block or a visual intrusion (such as a curve or turn in the streetscape) before the six hundred (600) feet is measured, the streetscape shall include all buildings , yard walls , or fences up to and including those which front the intersection or intrusion." That definition clearly includes Girls Inc. and all the properties on the north side of the street. The staff stated you could not see Girls Inc from the subject property—that is an untrue statement of fact. See photos Photo Streetscape Looking East (7/24 City Docs) and 14/21 HDRB App). We are attaching additional photos especially of how the exception for the 6 ft coyote fencing at Girls Inc granted by the HBoard is clearly within the streetscape and the fences' overwhelming dominance. See unequal protection below

2E The Board has a precedent of requiring fencing or wall materials to be consistent on the same property. The Board ignored the existence of similar coyote fencing noted on the 2003 survey submitted as Existing and Proposed Site Plan in HDRB Application p16/21 which references an earlier survey as well as photos of the fencing from years prior that the staff produced in City Documents pg 2/34 even though staff stated there were no earlier cases. The existing coyote fencing apparently went unnoticed by the two members who came on the field trip.

2F The HDRB and its staff and the complainant all speculated on the existence of a white picket fence at this home based on its architectural type—not based on historical accuracy (real evidence). In fact, the staff contradicted itself by saying there was no evidence of any fencing on E Marcy and maybe in this area. (YouTube 2:44) Attached Otero/Castillo Place Photos show several examples of coyote fencing in the square block in which the subject property is located.

2G The staff is relying on a very poor quality photo from a 1985 HPIC to determine the fencing on the property. (p4/9 Staff Report) It is not at all clear what type of fencing and how tall it might be etc. Additionally, staff said the porch was open in 1985 but in my professional opinion, it looks like the porch is enclosed on one side by 1985—the HIPC describes it as "recessed in the building volume" before the current owner took possession (1/34 City Docs). Although complainant Mann testified to the existence of a city report on white picket fencing in this area, (YouTube 3:31) the city never produced any such report for this case.

2H The ordinance prohibits conjecture and speculation: 14-5.2C1a Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development , such as the addition of conjectural features or architectural elements from other buildings , shall not be undertaken."

2I Coyote fencing is an appropriate fencing within the Downtown Eastside Historic district and is traditionally found on properties with adobe structures. The statement that this type of fencing is "deleterious to the larger streetscape of the DownTown Eastside" (YouTube 2:39) would be laughable if it were not so grossly incompetent or biased. Despite the sloped roof and non-portal type of porch, this structure is adobe and thus, coyote fencing is historically appropriate. See also Otero/Castillo Pl Photos.
According to the owner, the Antons who built the structure purchased a Sears home plan but used their own materials because they could not afford the kit—only the plan. It should be noted that the 1912 King's Map does not show the current structure or the Antons as owners in that area despite complainant Mann's testimony to Anton ownership prior to 1912. The 1957 aerial shows Hilliside all but disappearing at the curve where the property is located as if Hillside became a one land dirt road. (both on p 8 Staff Report) The establishment of Paseo de Peralta in the 1960s was government action that changed the intensity of use and the width of the street to some extent.

3 **REPLY TO CITY RESPONSE TO CRITERION ii**

3A Although owner acknowledges that the goals of the HDRB are partially correct, Ord 14-5.2A states in its first sentence: "In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city , it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike…". It then goes on to focus on buildings and the harmony between historic and newer buildings.

3B Staff's reasons are not based on law or fact. The statement that coyote fencing "threatens the historic status of the building" is conclusory and is unsupported by law or fact. The Guidelines for Walls and Fences says a fence or wall will not be connected to a significant structure (p2). It is clear from the discussion and Plan submitted, that the fence does not touch the primary façade of the contributing structure which is prohibited in 14-5.2D2c concerning additions to contributing structures. It is set back 10 ft from the primary façade on the W side and does not touch the house See 14-5.2D2d. It should also be noted that the height chart in the Wall and Fence Guidelines (14.70.20 SFCC 1987 does not exist.

3C We can see from Photo Streetscape Looking East (7/24 City Docs) that there is a variety of fencing/wall types in the area, and the coyote fencing on the subject property is not at all disruptive given the fencing/walls directly across the street and the variety of fencing within the designated streetscape. Additionally, according to Member Bienvenu, the exception for 6 ft high fencing on top of retaining walls at Girls Inc will "literally tower over the streetscape." (YouTube 3:31) The Girls Inc fencing is the disruption in the streetscape—not this shorter fencing which is of very little length compared to the fencing at Girls Inc. See Equal Treatment/Protection below. See additional photos with this Appeal.

4 REPLY TO CITY RESPONSE CRITIERION iii

4AThe staff completely ignored two other cases (803 Agua Fria and Girls Inc) where, as pointed out by Member Bienvenu the Board granted height exceptions based solely on safety and which Member Bienvenu said set precedent for this case. YouTube 3:21-3:24 He found the subject property to be unique for a variety of reasons as he stated. However, he never addressed why the Board should treat this property differently from Girls Inc which did no redesign or at 803 Agua Fria where he himself redesigned the fence by imposing conditions lowering the height, staggering top of fence and reversing the cross bracing. See Unequal Treatment/Protection Procedural Due Process below

4B The applicant has clearly stated her concerns for her personal safety and her inability to peacefully enjoy her property before the fencing was in place. The owner is the only owner who continues to live and work on the property. The other properties that were in this zone post 1960 and now part of the BCD are all investment properties—none of the owners occupy these buildings let alone run a business from the location. As stated in Applicant response iii, the owner is and has been a full-time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks-the Cross of the Martyrs and the Tommy Macione Park, the latter park's proximity used as a justification by Girls Inc for needing the safety of higher fences. The entrance to the Cross of the Martyrs is directly across from the subject property. See Affidavit of Miriam Leth-Espensen Attached

4C The Board usually favors those using the rationale of aging in place as part of the exception criteria, but here where someone is literally wanting to maintain her current residence and business safely on a property that she has owned and occupied for over 37 years suddenly aging in place is not a value regarded by the Board.

4D The staff does not take into account that the owner's property is a shortcut from a parking lot on Otero with a walkway into Castillo Place. Her property is directly across from the stairs at the Cross of the Martyrs. This parking area and walkway were established to accommodate the 21 rooms on the Inn of the Paseo a couple of lots down from the subject property in the late 1990s/early 21st century.

4E The owner bought a gun after the breakin and went to be trained at a gun range. The instructor advised her to get rid of the gun because she was never going to fire it at someone. (Apparently she had excellent aim when the gun had no ammo but when it was actually loaded, she shot wild) Motion detectors do not prevent trespass—they only make you get up to see what activated them. Alarms means someone is already in your home. Neither really assure peaceful enjoyment of the property or personal safety and security. The owner has not made a 911 call since the fencing went up in August 2023.

5 REPLY TO CITY RESPONSE CRITERION iv

5A It is untrue that this lot is not unique. It is at the most severe part of the curve in that streetscape. It factually untrue that it has the same setbacks as the other three structures to the

east. It only has a 5.5 ft setback from the bedroom. At 618 Paseo de Peralta next door, the setback is closer to 8 ft and there is a deep porch that runs the length of the building on the street side. The next building east is approximately 10 ft back and also has a porch that runs the length of the building on that side.

5B The structure to the west is of a different historic style and seemingly was on the 1912 Kings Map (p 8/9 Staff report) and is now directly next to the sidewalk. It is impossible to know the setback of this structure before Paseo de Peralta was completely formed and before a sidewalk was put in on the south side of the street. See also 4D re location across from the entry to the Cross of the Martyrs. See YouTube 3:20-3:22 where Bienvenu lays out some of the unique characteristics of the property.

5C Whether other owners of these properties could decide to live-work in these structures is irrelevant to the issues on this property at this time. "Each structure to be recognized as a physical record of its time, place, and use. See 14-5.21a. Again staff is speculating on future possible uses by possible owners of other properties.

5D The maps used as exhibits by the city are unhelpful. The 1912 King's Map does not show the current structure or the Antons as owners in that area. The 1957 aerial shows Hilliside all but disappearing at the curve where subject property is located as if it became a one-lane dirt road.(p 8/9 City Report)

6 REPLY TO CITY RESPONSE CRITERION v

6AThe staff ignores the fact that the owner was advised by Fabian Nava, an alleged licensed contractor that she did not need a permit if the fence was under 6 ft. It is a false and defamatory accusation that the owner brought it upon herself by ignoring the permit requirements. See Owner email to city staff p 20/21 HDRB Application. Despite Ms Lamboy's attempt to defame the owner, the owner in August 2023 met with the Ramon Saracon, who shortly after ended his employment with the city, The city issued a red tag in January 2024 and then a citation in February 2024. The owner met with Paul Duran on 1 March 2024 with the materials for an application. Despite Lamboy's characterization of Paul "just scanning documents", the email thread shows the owner applied for an exception to the HDRB with the help of Paul Duran on 1 March 2024. See p 29/34 City Docs). No one advised her upon receipt of the application that it was incomplete because it lacked the Preliminary Zoning Review (PZR). Ms Lamboy simply says she contacted the attorney who came to an August 2023 meeting with Ramon Saracon and other LUD staff (p20/34 City Docs). She knew or should have known that this attorney no longer represented the owner. There is no correspondence from Saracon or any report on picket fencing in the record. P Duran told the owner that she would be contacted when a new planner was assigned. See Unequal Treatment and Bias/Prejudice below. See Robert Kohn Affidavit.

6B The streetscape includes a house wall of over 10 feet in height on the property next door as well as retaining walls that are 8-10 ft high at the intersection of Otero and Paseo de Peralta so there clearly are walls that far exceed the height of this fence in the streetscape. (Photos p 11/21 HDRB Application and p 6/34 City Docs)

6C The part of the response "All residents may consider responsible and code compliant safety measures to secure their homes and businesses. The applicant should be held to the same

standard as all other structures in the streetscape," shows the staff ignored the exception given to Girls Inc for six-foot coyote fencing on retaining walls thus visually presents a 8-9 ft wall/fence and that was not denied for the reasons staff gave in this Response. See above re: HDRB granting exceptions to height on fencing to both Girls Inc and 803 Agua Fria based solely on safety. YouTube 3:20-3:24 See Unequal Treatment/Protection below

7 REPLY TO CITY RESPONSE TO CRITERION vi

7A The staff again denigrates the intention of the owner by stating that somehow she and her contractor "want to set the rules for permitting". The owner relied on the misrepresentation of the contractor. She has been trying to make it right ever since but is being pushed (Application Packet p 20/21 HDRB Application) to undertake to remove fencing and replace it with inconsistent fencing based on the staff's, the adjoining owner's or Board members' architectural preferences-not on historical documentation-- that will not give her the level of safety she needs and that has been afforded girls attending Girls Inc. for a few hours during the week. The statement that the fence produces a negative impact on the streetscape is conclusory and subjective. As stated above, it is the newly built fences at Girls Inc that are overwhelming dominant and intrusive on the streetscape See Photos attached and Member Bienvenu's remark that these fences recently approved by the Board solely based on safety were going "to tower over the streetscape." YouTube 3:20-3:21 See above.

III BASIS FOR APPEAL UNEQUAL TREATMENT/PROTECTION

IIIA The HDRB granted exceptions to height for both Girls Inc and 803 Agua Fria based solely on safety. In the latter case, the HBoard allowed the owners to keep the coyote fencing next to the significant structure even though rock walls were typical in this area and a detail of the house's columns. In both of these cases, owners justified the need because "someone looked in our bedroom windows" (803 Agua Fria) or fear of potential threats of pedophilia or other crimes from those in Tommy Maccione Park or possible domestic violence. The owner of the subject property had trespass and vandalism routinely on the property and has had to call 911 on a periodic basis. She has two nearby parks: The Cross of the Martyrs and Tommy Maccione Park near her home. Member Bienvenu stated that "personal aesthetic choices had to give way to safety". He also stated that he felt the Board had set a precedent with Girls Inc and 803 Agua Fria by granting height exceptions solely for safety reasons. He also remarked he did "not think there was a good design solution" [at 614 Paseo de Peralta] [given safety considerations] and insisted in his motion that the owner should reconsider the use of the materials [coyote fencing] and height while requiring no redesign for Girls Inc six-foot coyote fencing. (YouTube 3:20-3:24) After Raymond Mann's public testimony that was based on his personal preferences, hearsay, speculation unsupported by fact or law or irrelevant (I personally do not think coyote fencing should face the street"; "My son and I lived at 618 Paseo for ten years [in the 1990s]"), (YouTube3:30-34) Bienvenu changed his mind and decided it was not appropriate to design the fence "on the fly". He gave no reason for ignoring what he described as the unique conditions of this property and the need for safety when he made the motion to deny the exception. Member Bienvenu redesigned the coyote fencing design on the significant structure at 803 Agua Fria by conditioning approval to height, fenestration and bracing of the fence.

IIIB When the staff says the owner did not propose an alternative design that was true in discussions with the staff who apparently kept pushing for total removal of the fence and its replacement with white picket fences—resulting in two inconsistent style fences on the same property. Again this objection seems based on the staff's opinion that white picket fencing is more appropriate without any facts based on historical documentation to support that opinion. See above re prohibition on speculation and policy of consistent fences on same property. Even Member Bienvenu wanted the owner to consider a white picket fence because it "was architecturally appropriate even if not historic" YouTube 3:20 See 14-5.2 C1a

C This staff reason for denial also ignores the fact that at the HDRB meeting on 10 Dec 2024, the owner offered to reduce the height between 2 and 4 inches for the length of the fence on Paseo de Peralta. It is burdensome to ask her to remove it. It has proven effective in stopping trespassers and consequent 911 calls. Girls Inc was not required to redesign the fence and 803 Agua Fria was not required to replace the coyote fencing with fencing that was typical in the area of Agua Fria and Irvine.

IV BIAS The staff went to great lengths to have the HDRB know that the owner was a "scofflaw" even though this term and designation is irrelevant to the granting of an exception under the HDRB ordinance. Such negative terminology, if considered by the Board, is outside the law and fact (HDRB Application p 20/21) and could be prejudicial to the Board reviewing the owner's request objectively and neutrally if the Board reviewed the emails in City Docs.

1A Heather Lamboy says "I think we need to provide some background on the red-tag process and how Ms. Leth-Espensen has been a scofflaw. That is an important point to share with the HDRB."(Email 2 Dec 2024 20/34 City Docs) The use of the term "scofflaw" is irrelevant to whether the property should have been granted the exception and the board's consideration of this characterization, therefore, would be improper.

City staff has fifteen pages of emails in City Docs, but no emails from Ramon Saracon or any other staff member to the owner concerning the application—certainly no reports on the existence of white picket fences in the area that the owner ignored as complainant Mann testified to (YouTube3:31)—although apparently Saracon, like Mann, was influenced by what might be architecturally appropriate for Mann's structure rather than what was historically accurate to the subject property.

1 B The use of a photo of the fence as the first page of the packet that went to the HDRB with the sign DO NOT RETAIN BIEDSCHIED on the fence was prejudicial since Jennifer Biedshied was a board member and the owner was asking that Ms Biedschied recuse herself.

2 Failure of Jennifer Biedshied to Remove Herself

2AThe agent asked the LUD to approach Ms Biedshied and explain the owner's concerns about bias/conflict of interest since her husband had represented a client against the owner 21 years ago; the current complainant had a copy of that 21-year-old letter to someone else; and that her husband as judge found against the owner and for the complainant when the complainant Mann went to court to prevent the acupuncture business he was renting to from improperly operating

during COVID. Biedschied unlawfully suppressed the owner's right to free speech by putting unnecessary prior restraints on it, and it was reversed by another judge.

2B Ms Biedshied testily stated that she "was a bit insulted" that someone should question her ability to be neutral and went on about how she felt insulted for "all working women who were married" even though the city's ethics ordinance considers actions and activities of spouses and other relatives as disqualifying. Biedschied did not acknowledge the effect of the Do Not Retain Biedschied sign on her ability to be neutral which was up in 2022 and 2024 on a route that would be used by her. Biedschied actually reported that her husband does not take any cases relating to the HDRB (YouTube 2;46-47), but she did not apply that standard to this case in which she is ruling on a case involving a woman who her husband has twice acted against as a lawyer and judge. Ms Rios also chimed in about Biedshied's integrity. (YouTube 2:47-2:48). It was improper and prejudicial for the chair to comment on this recusal.

V **PROCEDURAL DUE PROCESS ISSUES**

1A Failure of Bienvenu to explain why he discounted his own findings concerning the unique conditions of this property and the fact that safety was the same concern as two other properties that had been granted fence height exceptions based solely on these concerns

1B Atlixco Coalition v Maggiore 125 NM 786 (1997) ¶24: "An agency's action is arbitrary and capricious if it provides no rational connection between the facts found and the choices made, or entirely omits consideration of relevant factors or important aspects of the problem at hand. Colonias Dev Council v Rhino Envirl Svr 2003 NMSC 005 ¶41 Without a reasoned explanation. . ., it appears that the Secretary ignored an entire line of evidence in reaching his decision on the final order...Allowing the Secretary to ignore material issues raised by the parties in this manner would render their right to be heard illusory."

2NEED FOR RECORD

2AThe 35-day rule for the adoption of a final decision without a written order that contains relevant findings and evidence in the record (14-3.17C4b) is arbitrary, capricious and violates statutory and constitutional requirements for these types of appeal including Ord 14-3.17D7; Ord 14-3.17I; Rule 1-074; Rule 1-075 NMRA and §39-3-1.1 NMSA) The city's own appeal ordinance requires an appeal to follow the procedures under Rules 1-074, 1-075 NMRA and §39-3-1.1 NMSA. 14-3.17D7 states: "District Court Appeals An appeal of a final action of the governing body or a land use board, or of an action of the city manager, the city attorney or the land use director that is only subject to appeal to district court, shall be to the first judicial district court pursuant to Section 39-3.1.1 NMSA 1978, Rule 1-074, NMRA or Rule 1-075, NMRA, as amended, or other relevant statute or court rule." Vandervossen v. City of Espanola, 2001-NMCA-016 ¶¶37, 38: "The Legislature has recognized that administrative agencies must provide written factual and legal bases for their decisions. See, e.g., § 39-3-1.1(B)(2); NMSA 1978, § 74-9-27(B)(1) (1990); § 74-9-29(B)(1)." See also Paule v. Santa Fe County, 2005-NMSC-021,¶12

3 BOARD MEMBERS AND THE PUBLIC BASED THEIR STATEMENTS AND OPINIONS ON FACTS NOT IN THE RECORD.

3A West Old Town Neighborhood Ass'n v. City of Albuquerque, 1996-NMCA-107 ¶11 "…In New Mexico, zoning decisions involving the application of a general rule to a specific property are not legislative acts; rather they are deemed to be quasi-judicial in nature. Paule v. Santa Fe Cnty. Board of Cnty. Comm'rs, 2005-NMSC-021 ¶30: "When we review an administrative decision for arbitrary and capricious conduct, we review 'the whole record to ascertain whether there has been unreasoned action without proper consideration or disregard of the facts and circumstances.' Lopez v Wal-Mart Stores 1989-NMCA-013 ¶6 "…Thus, if the facts essential to the trial court's judgment are not established by substantial evidence in the record, we will necessarily find an abuse of discretion. See Vandervossen ibid.

3B Ms Biedshied wanted to introduce information on the structure on Otero and Paseo de Peralta in terms of the use of that structure based on her belief not facts. She stated there were low walls with wrought iron fenestration on top. (YouTube 3:29-3:30). No photo shows such a wall at Otero. There is one wall with rock and wrought iron fencing with the wrought iron incorporated into and no higher than the rock wall itself at the intersection of Otero and Paseo. (6/34 City Docs) Biedschied was trying to contrast the low walls there with the owner's request at 614 Paseo de Peralta.

3C Ms Denman said she opposed the fence because "she didn't think it would work anyway and it was too tall." (YouTube3:20-3:21) Ms Denman never even asked the owner if there was any change with the installation of the fence. Ms Denman would have found out that there were no 911 calls since the fence was in place. See Miriam Leth-Espensen Affidavit Attached

3D Mr Mann had all kinds of personal preferences that he thought the HBoard should rely on, and he also stated that the fence prevented someone from seeing his building. (Photos p11-13/21 HDRB Application show these statements to be incorrect) He also concluded that the fence would affect the historic status of 614 Paseo de Peralta—see Reply to City Response ii above. It should be noted that the photos on p8-9/34 City Docs were taken by Mann when the fence was being constructed and seemingly he had more access to staff, especially Ramon Saracon, then the owner did. Given the unexplained Brian Biedschied connection with Mann, it would seem my client is spot-on re bias/prejudice by the Board and staff and conflict of interest by Jennifer Biedschied.

REQUEST

We request the Governing Body to consider a third alternative: To approve the fence as submitted to the HDRB with the changes for a slight lowering and staggering offered by the owner at the 10 Dec 2024 as a final decision with no return to the HDRB or the Board of Adjustment.

Respectfully submitted

Stefanie Beninato

Stefanie Beninato, agent

APPEAL TO GB from HDRB 24-009478 614 Paseo de Peralta 11/11

PO Box 1601 Santa Fe NM 87504
505 988 8022
info@nmmediate.com
Attached are Affidavits from Miriam Leth-Espensen and her son, Rob Kohn and recent photos of the coyote fence at Girls Inc in the streetscape of 614 Paseo de Peralta

Appellant will submit the following electronically for the appeal packet—all of which should already be in the record.

HDRB Application for HDRB 24-009478 614 Paseo de Peralta

Wall and Fence Guidelines

City Documents for HDRB 24-009478 614 Paseo de Peralta

Staff Report for HDRB 24-009478 614 Paseo de Peralta

AFFIDAVIT OF MIRIAM LETH ESPENSEN

FOR GOVERNING BODY APPEAL ON HDRB Case # 24-009478

I, Miriam Leth-Espensen, do hereby affirm under penalty of perjury

That I live and work at 614 Paseo de Peralta and have since 1988;

That my property is a shortcut from Otero Street to the Cross of the Martyrs

That the number of incidents of trespass have increased over the years

That I have called 911 for the past several years once or twice a year because of nighttime trespasses that make me feel unsafe because I hear the people right by my bedroom window;

That I do not report vandalism, the latest of which was around 10 December 2024 and it occurred outside the fenced area.

That there was a break in while I was present a few years ago and I was in fear of my life.

That there have been no nighttime trespass in the past year since the coyote fencing that is the subject of this appeal was constructed.

The above is true and correct to the best of my knowledge, belief and understanding.

Miriam Leth-Espensen

Signed and sworn before me by Miriam Leth-Espensen on January 23, 2025.

SYLVIA MARISCAL

State of New Mexico
Notary Public
Sylvia Mariscal
Commission Number 1097458
Expiration Date 04/18/2027

Double Sided

AFFIDAVIT OF ROBERT E. KOHN

FOR GOVERNING BODY APPEAL ON HDRB Case # 24-009478

I, Robert E. Kohn, do hereby affirm under penalty of perjury under the laws of New Mexico that:

1. I am over the age of 18 years, and I have personal knowledge of the facts contained in this affidavit.

2. On May 15, 2024, I attended a proceeding in the Municipal Court in Santa Fe, New Mexico, where Ms. Miriam Leth-Espensen had been charged with building a structure without a permit at 614 Paseo de Peralta in Santa Fe.

3. Shortly after the court proceeding, Ms. Leth-Espensen and I met on May 15, 2024 with Mr. Gary S. Moquino at the Santa Fe City Hall. Mr. Moquino gave me a business card, stating that he was a Planner Manager with the Historic Preservation Division of the Planning & Land Use Dept.

4. During our meeting on May 15, 2024, Mr. Moquino stated to me and Ms. Leth-Espensen that a Planner had been assigned to help her with her earlier request for approval of the coyote-style fence at 614 Paseo de Peralta, but that this person had left the Department, and that a new Planner would be assigned soon to help with this request.

5. During the same meeting, Mr. Moquino also stated to me and Ms. Leth-Espensen that coyote fencing is "not historic" and therefore that a permit could not be issued for a coyote fence at 614 Paseo de Peralta. He also stated that he was aware of the pending court case, and that the matter could be resolved immediately – "today" – if Ms. Leth-Espensen were to request permission to replace the coyote fence with a picket fence.

Robert E. Kohn

Robert E. Kohn

CALIFORNIA JURAT WITH AFFIANT STATEMENT GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

SPOZHMI ZARIFI
Notary Public - California
Los Angeles County
Commission # 2402327
My Comm. Expires May 17, 2026

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me
on this 27 day of Jan, 2025
Date *Month* *Year*
by
(1) Robert E. Kohn
(and (2) _____),
Name(s) of Signer(s)
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

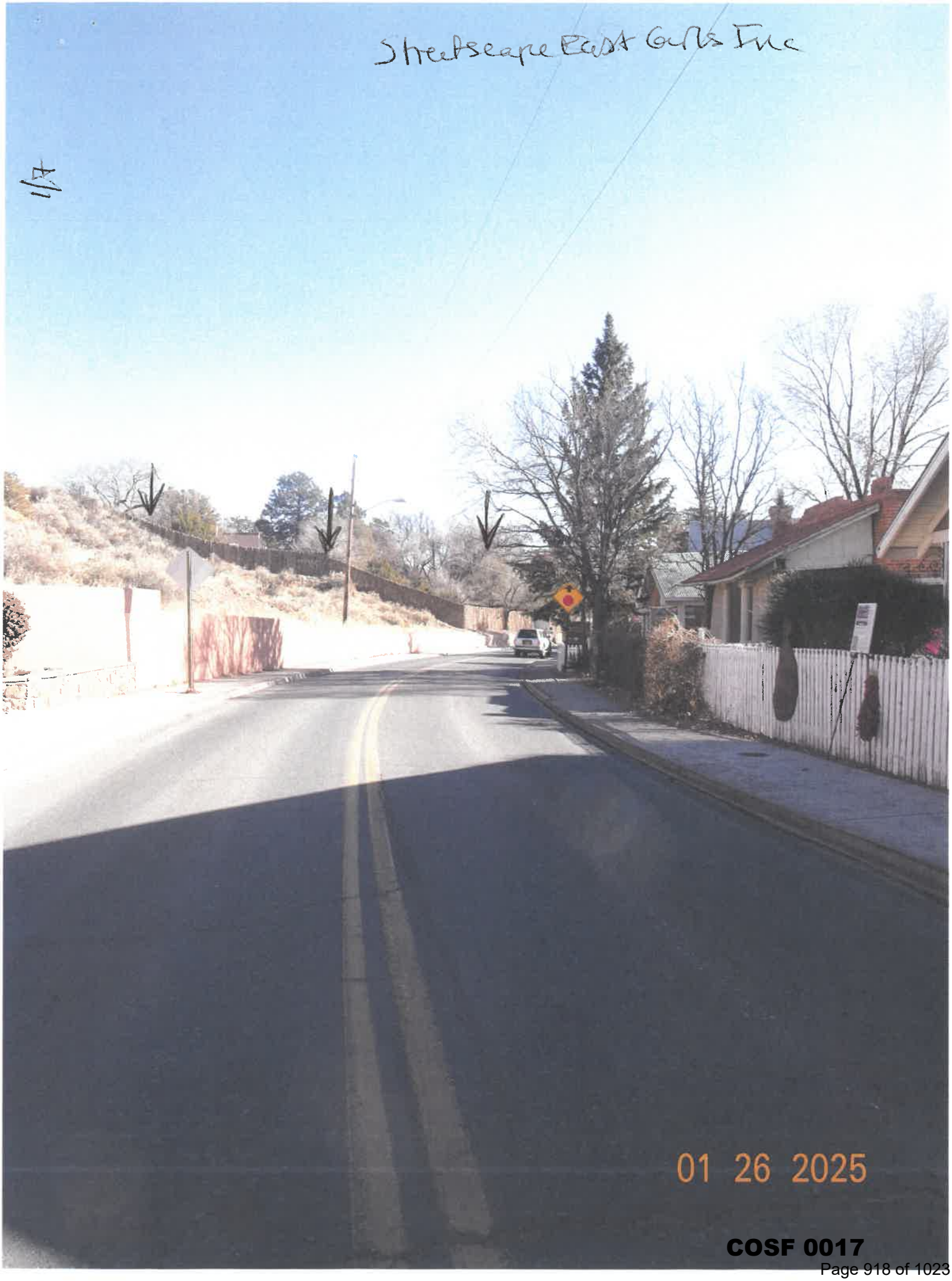
Title or Type of Document: Affidavit of Robert E. Kohn
Document Date: 1-27-2025 Number of Pages: 1
Signer(s) Other Than Named Above: N/A

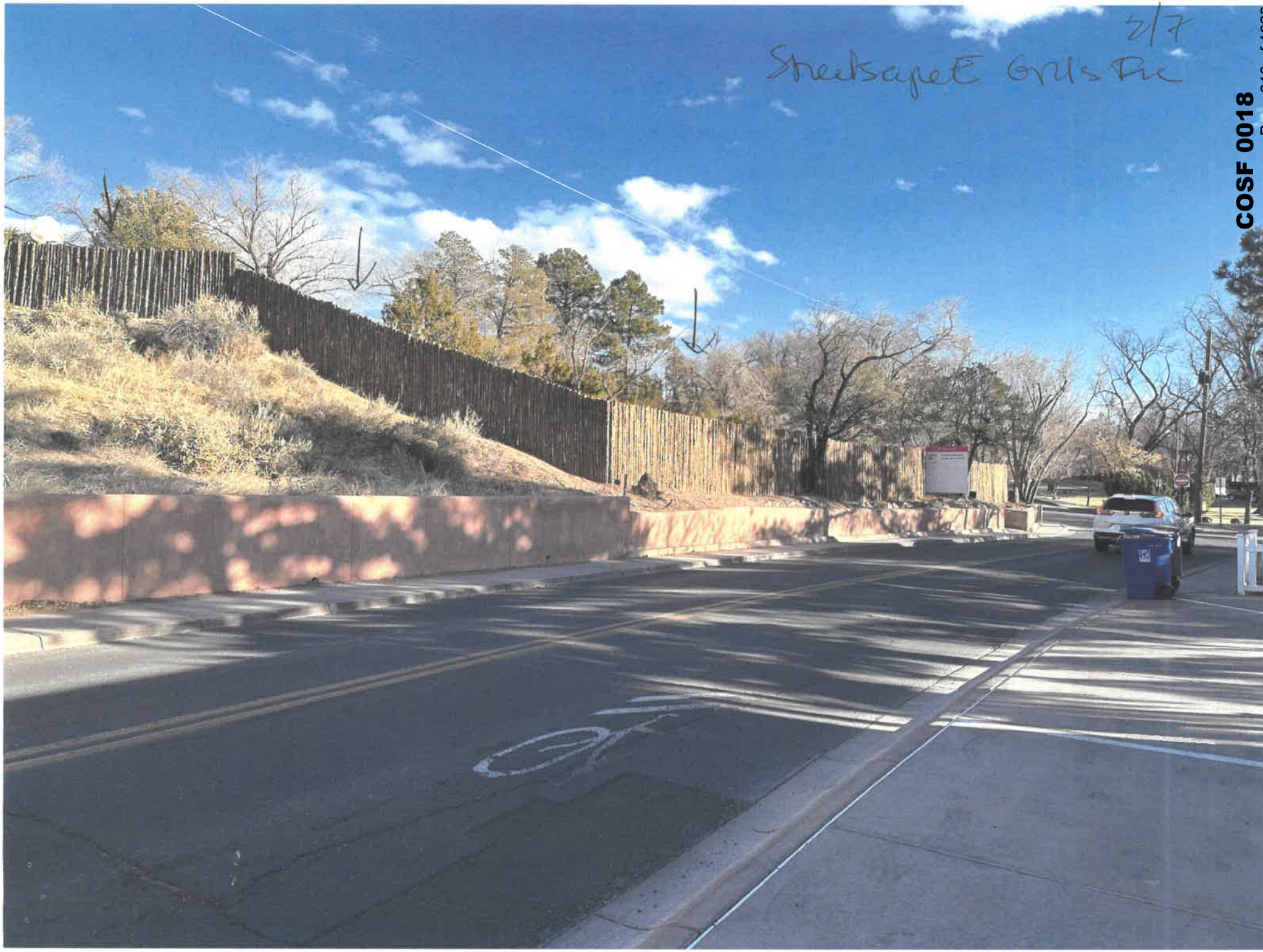
©2019 National Notary Association

M1304-08 (09/19)

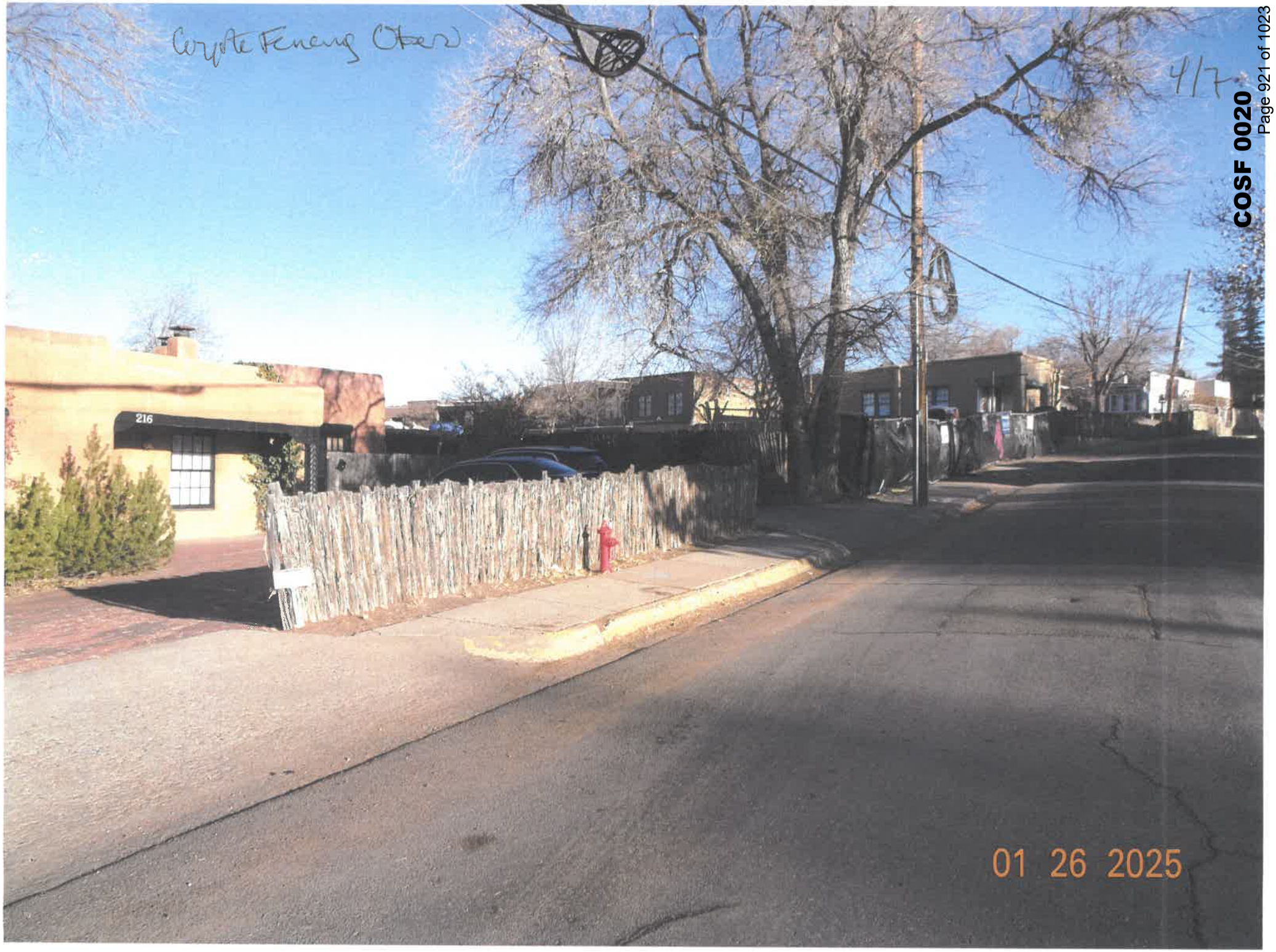
Streetscape East Curtis Ave

1/4




2/7
Streetscape E Grids Inc

Streetscape Facing Girls Fire 3/7


Coyote Fencing Others
4/7
216
01 26 2025

Coyote Fencing Otero + Castillo Pl
5/7
01 26 2025

01 26 2025

Coyote Fencing Castillo Pl

7/7

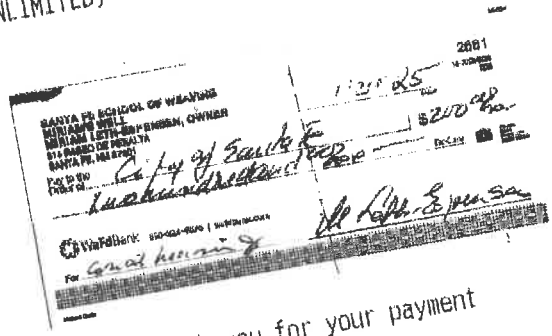
City of Santa Fe, NM
Planning Department
200 Lincoln
Sante Fe, NM 87507-4808
(505)955-4333
Welcome

01/28/2025 10:19AM Elisa P.
002264-0003

EG INVOICE
BENINATO, STEFANIE (MEDITATIONS UNLIMITED)
2025-009812--APPL
2025 Item: INV-00092843
Appeal Fee - Plan - All Appeals 200.00

	200.00
	200.00
	200.00
Subtotal	200.00
Total	
CHECK Check Number2661	0.00
Change due	

Paid by: BENINATO, STEFANIE (MEDITATIONS UNLIMITED)



Thank you for your payment

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DUPLICATE RECEIPT

EXHIBIT B

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case # 2024-9478-HDRB
Address – 614 Paseo de Peralta
Agent's Name – Stefanie Beninato, Attorney at Law
Owner/Applicant's Name – Miriam Leth-Espensen

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on December 10, 2024.

BACKGROUND

The single-family residence at 614 Paseo de Peralta has a contributing historic status in the Downtown and Eastside Historic District. The Applicant, who owns and lives on the property, has built an unpermitted 5'8" coyote fence, abutting the sidewalk and extending across the entire north street frontage for this property. The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front-yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, where there is a pronounced slope, with some retaining walls substantially set back from the street.

The property has had several fences along the street frontage in the years since 1985. A photograph from the 1985 HCPI shows that this house, like others in the streetscape, had low, transparent fencing at the property line. Historically the house was unobstructed and apparent from the street as were other historic buildings in the streetscape. Photos show a blue board fence present from 2007 through 2014, and a wood-framed wire fence from 2015 to 2023. The coyote fence which is the subject of this application was built in 2023. There is no record of approval from Historic Preservation and no permits on record for changes to the fencing over time. A City inspector issued a Stop Work Order in August, 2023, for construction of the coyote fence without approval from HDRB or the Historic Preservation staff or a construction permit. The City of Santa Fe sent the Leth-Espensen Trust (the owner of record) a Notice of Violation in January, 2024, and the matter is pending in Municipal Court. See Case # CE-2024-5.

The Staff has determined that the Applicant's 5'8"-high coyote fence is inconsistent with this streetscape with regard to height and material. Santa Fe City Code ("SFCC") Section 14-5.2 (D)(9)(c)(ii)(C) reads, "Yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape." The Staff's streetscape calculation allows for a 4'6"-high fence. The Staff's opinion is that the 5'8"-high coyote fence disrupts the structure's relationship with the streetscape and, if permitted to remain, threatens the building's historic status. SFCC Section 14-5.2(D)(1)(a) reads, "The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."

The Applicant now requests approval of the coyote fence by proposing the following exterior alterations:

> Construct a 5'8"-high coyote fence with two wood-plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4'6". An exception to SFCC Section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

This property also is located within the Business Capital District East Marcy / East Palace Subdistrict (BCDEAS). In this subdistrict, fences are further limited to a maximum height of 4'0", per SFCC Section 14-7.4(A)-1, Table of Dimensional Requirements for Townscape Districts. While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'6", SFCC Section 14-5.2(C)(5)(a) reads:

> "If the applicant requests approval of a height in the historic district that exceeds the underlying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance."

Therefore, if the HDRB approved the exception, the Applicant would proceed to the Board of Adjustment for a variance to the standards of the underlying zoning.

At the outset of this hearing, Stefanie Beninato, the Agent for the Applicant, asked Board member Jennifer Biedscheid to disqualify herself, claiming Ms. Biedscheid had a conflict of interest in this case. Ms. Biedscheid declined to disqualify herself, denying that she had a conflict of interest and noting that she had consulted the City Attorney's Office about Ms. Beninato's request.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the application appears to meet the underlying zoning standards set forth in the Santa Fe City Code.
2. Historic Preservation Staff reviewed the application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the application.
3. Historic Preservation Division Staff Recommendation: Staff found that the exception criteria of SFCC Section 14-5.2(C)(5)(c) had not been met and did not recommend approval of the application, as it did not comply with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts, and 14-5.2(E), Downtown and Eastside Design Standards.

4. The project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
5. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
6. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
7. The property is located in the Business Capital District, East Marcy / East Palace Subdistrict (BCDEAS), and is subject to the district and subdistrict design standards set forth in SFCC Section 14-7.4(A) and (B)(3)(e).
8. Under SFCC Sections 14-2.6(B-C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
9. Under SFCC Section 14-5.2(D)(9)(c)(ii)(C), yard walls and fences are limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape.
10. The Applicant seeks approval for a 5'8"-high coyote fence on the street frontage and on a side property line where the maximum allowable height is 4'6". Staff determined that an exception to SFCC Section 14-5.2(D)(9)(c)(ii)(C) would be required for approval of the application, and the Applicant requested an exception.
11. To obtain an exception, the Applicant was required to conclusively demonstrate that the six exception criteria set forth in SFCC Section 14-5.2(C)(5)(c) have been met.
12. Based on the information set forth in the Staff Report and exhibits, and the evidence and testimony presented at the hearing, the Board agrees with Staff's finding that the Applicant has not conclusively demonstrated that all exception criteria have been met:
    a. Pursuant to SFCC Section 14-5.2(C)(5)(c)(i), the Board finds that granting the exception would damage the character of the streetscape because the height of the fence is inharmonious with the streetscape, and disregards the standards for the BCDEAS district. The heights of the walls and fences along this streetscape of Paseo de Peralta range in height from 24" (2 feet) and 108" (9 feet), with the highest walls being rock or stuccoed-masonry retaining walls on the north side of the street where there is a substantial grade change. The south side of the street, where the house walls do not abut the sidewalk, is lined almost entirely with lower yard walls and fences with stepped heights or wrought iron, picket and wire fences, creating an open fenestration of the wall or fence;
    b. Pursuant to SFCC Section 14-5.2(C)(5)(c)(ii), the Board finds that the exception is not required to prevent a hardship to the Applicant or an injury to the public welfare, because there has been no persuasive showing that the security of the property cannot be upheld by features less harmful to the character of the district, such as a lower fence or yard wall, a fence or wall with more fenestration, or other security measures;
    c. Pursuant to SFCC Section 14-5.2(C)(5)(c)(iii), the Board finds that granting the exception would not strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts, because the Applicant has not

shown a need for safety at her property greater than at any other heavily traveled location, and other design options are available to enhance the occupants' safety there;

d. Pursuant to SFCC Section 14-5.2(C)(5)(c)(iv), the Board finds that there are not special conditions or circumstances that are peculiar to the land or structure involved that are not applicable to other lands or structures in the related streetscape: All the properties on the south side of Paseo de Peralta abut the sidewalk or have a minimal setback, similar to the subject property, and are in a heavily traveled area. The setback, traffic and pedestrian travel are not peculiar to this lot. Some of the properties are commercial and others are residential, but the use of the property can change and is not inherent in the land or the structure;

e. Pursuant to SFCC Section 14-5.2(C)(5)(c)(v), the Board finds there are no special conditions or circumstances affecting this property that fulfill this exception criterion. The Applicant should be held to the same standard as the occupants of other structures in the streetscape, which must follow the height and design restrictions in the ordinances;

f. Pursuant to SFCC Section 14-5.2(C)(5)(c)(vi), the Board finds that granting the exception would not provide the least negative impact with respect to the purposes set forth in SFCC Section 14-5.2(A)(1), because the proposed coyote fence at that height is a threat to the historic status of the historically contributing structure. It obstructs the view of the house, which is uncharacteristic for that streetscape. The standards for the Business Capitol District, East Marcy / East Palace Subdistrict, express a preference for "low walls that are compatible with the characteristic open yards." See SFCC Section 14-7.4(B)(3)(e)(iii).

13. The Board finds that the Applicant has failed to conclusively demonstrate that all of the exception criteria have been met.
14. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.
15. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable design criteria have not been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the application as follows:

1. The Board has the authority to review and approve the application.
2. The Board denies Item # 1 as set forth in the application.
3. The Board denies the exception requested in the application.
4. These denials are without prejudice, and the Board may reconsider the project if the Applicant submits another application with a redrawn design for the fence.

IT IS SO ORDERED ON THIS 11th DAY of FEBRUARY, 2025, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios, Chair — Date: 2-11-25

FILED:

ANDREA SALAZAR (Apr 8, 2025 12:28 MDT)

Andréa Salazar — Date

City Clerk

XIV

APPROVED AS TO FORM:

Frank Ruybalid — Date: 2-11-25

Assistant City Attorney

EXHIBIT C

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HISTORIC DISTRICTS REVIEW BOARD
December 10, 2024

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Adjournment	9:58 pm	26-27

fence currently stands 86” in height and is planned to be cut down and it also notes the maximum allowable height is 59”. Regardless I would say that the fence should be no higher than the maximum allowed height that's calculated for the streetscape. I appreciate the offer of a compromise with respect to the metal structure that's already there but it I think it would be a simple matter to retain that structure and just reweld the top railing to a lower height so that it would be minimal in cost this would permit the gate to remain because it's completely fenestrated and already in existence and that all other aspects of the application be approved

Chair Rios then asked Member Bienvenue, in reference to the making of the motion, if he’d want to indicate the maximum allowable height.

Member Bienvenue stated he thought it was 59” but if that is not accurate, the height should be the calculated maximum allowable height.

Member Mather seconded the motion.

VOTE: The motion passed by (4-0) roll call vote with Members Mather, Degnan, Biedscheid and Bienvenu voting in favor and none voting against.

To view the entire recording of this hearing, ***see*** the YouTube video at:
https://www.youtube.com/watch?v=Vk1h9FgJWNQ (1:58:44 – 2:36:44)

4. **2024-009478-HDRB, 614 Paseo de Peralta,** Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5’-8” high coyote fence with pedestrian gates where the maximum allowable height is 4’-6”. Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height. (Lani McCulley)

BACKGROUND & SUMMARY

The single-family residence at 614 Paseo de Peralta is listed as contributing to the Downtown and Eastside Historic District. The residence is a moderately pitched gabled roof, deep set windows, and a large bay of windows on the north where a porch has been enclosed. It is obvious that the northern portal was enclosed sometime after 1985 because the photo of the 1985 HCPI shows an open portal. There is no case for that enclosure on file with the Historic Preservation Division office.

The property has held several fences along the street frontage of Paseo de Peralta over the years. Figure 1, shows photographic proof of a blue board fence present from 2007 through 2014, and a wood framed wire fence present from 2015 through 2023. The new coyote fence was constructed in 2023. There is no record of an approval from Historic Preservation and there are no permits on record for the changes to the fencing over

time.

The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The applicant's proposed coyote fence is not in keeping with this streetscape with regard to height and material.

Section 14-5.2(D)(c)(ii) states that, "*yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape*." While the Historic Preservation Streetscape calculation allows for a 4'-6" high fence, this property is located within the BCDMAR subdistrict. In this subdistrict, fences are further limited to a maximum height of 4'-0" per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts. Per Section 14-1.7 the more restrictive code would apply which means the maximum allowable height at this property is the 4'-0" height per zoning code for the BCDMAR.

Section 14-5.2(C)(1)(a) states that, "*Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken.*"

A photograph from the 1985 HCPI (See Figure 2) illustrates that this house, like others in the streetscape, had low transparent fencing at the property line. Although it is difficult to discern the exact fence material, it is clear that historically the house had a direct relationship with the street as do other historic buildings in the streetscape.

Section 14-5.2(D)(1)(a) states, "*The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."*

The 5'-8" high coyote fence causes a disruption in how the structure relates to the streetscape and if allowed, poses a threat to the building's historic status and the legibility of the streetscape. Additionally, the townscape, as set forth in the BCD design standards for the East Marcy/E Palace subdistrict also identifies the unique nature of the streetscape by limiting the height of fences and/or walls to a maximum height of 4'-0".

The city's inspections office issued a Stop Work Order (red tag) in August 2023 for the construction of the coyote fence without approval from the HDRB, the Historic Preservation Division or a construction permit.

The applicant now requests approval of the coyote fence by proposing the following exterior alterations:

1. Construct a 5’-8” high coyote fence with two wood plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4’-6”. An exception to section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

Ms. Lamboy presented this case in Ms. McCulley’s absence. She stated this contributing building has had some changes over time but has retained much of its historic integrity. One of the changes includes the enclosure of the front porch that was originally there, as well as an addition that was done on the south elevation. However, the coyote fence that is currently standing was not approved administratively or by the Board. To provide some reference to the Board the fence can be seen on the far left here. It is the edge of the coyote fencing of that subject property. Looking west towards the Scottish Rite Temple and Kearney Avenue the fences are either retaining walls with no fencing on top or low walls with some potentially wrought iron on the top of the fence or the walls. So, looking the other way and with the subject property being on the right-hand side, you can see the development pattern illustrates low fences along the streetscape on the south side of the street, without the retaining walls. There is some coyote fencing that is higher, but it is set back from the street and is a side property line, not a front property line. This is an illustration of what the applicant is proposing which is the fencing that was constructed without a permit. This is that part of the street that is adjacent to or in between the subject property to the I guess south as well as the adjacent property to the north. Maybe my directions are wrong, but on both sides of the subject property. This is an illustration of the drawings of the proposed fence. The underlying zoning is something of a unique story here. So, with the Business Capital District a unique approach was taken with reference to the zoning and it all related to townscape districts So, not only was there a Historic Districts Review Board review required at one time but also a Business Capital District Review Board review as well. The townscapes’ character of the downtown changes radically from one block to another and those changes you know are reflected in the plaza area which is in the BCD Plaza Subdistrict. This property is part of the East Marcy/East Palace Subdistrict. There's also the BCD Capital Subdistrict with its unique character. So, there's underlying zoning that relates to the general dimensional standards and there's also underlying zoning that also relates to the character of the district, and in this particular case with the BCD East Marcy/East Palace subdistrict in which the site is located the maximum height for front yard fencing is 4 feet and that acknowledges the development pattern of which I've been speaking. Which is that there are low or no fences in the front yard of the properties therefore that's the reason for the maximum height of four feet and you can see that in the streetscape generally along that corridor this is an illustration of the development pattern. As seen on an aerial and you can see clearly Fort Marcy as well as a development pattern of the East Marcy/East Palace area. The Paseo de Peralta and Hillside intersection is there. So, if this case were to be approved by the Board

tonight as it is submitted then the case will have to be heard by the Board of Adjustment. It's just a reminder to the applicant and for the public's information that this isn't the only hearing that would take place. Also, the board of adjustment would have to hear the case to allow for a variance to allow the additional height over the underlying zoning. The staff's recommendation is that the exception criteria have not been met. It will be deleterious to the streetscape; it will impact the overall character of the Downtown and Eastside Historic District streetscape in this area and can impact potentially the overall character of the building to which it is adjacent which is contributing. The staff recommends denial in this case.

STAFF RECOMMENDATION

Staff finds that the exception criteria of Section 14-5.2(D)(9) have not been met and does not recommend approval of the application as it does not comply with 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'-6", Section 14-5.2(C)(5)(a) states that, "*if the applicant requests approval of a height in the historic district that exceeds the underlaying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance*."
The underlying zoning district for this property is Business Capital District East Marcy/East Palace (BCDMAR) which permits a maximum height of 4'-0" for fences, per Table 14-7.4 (A)-1. Therefore, if the HDRB approves the exception, the applicant shall proceed to the Board of Adjustment for a variance to the standards of the underlying zoning. If the Board denies the exception, the applicant must produce a new proposal which complies with both the underlying zoning and historic design standards. One motion will be required in this case.

APPLICANT PRESENTATION

Ms. Beninato came forward to present, as she is the applicant. She stated she found herself in an unfortunate situation as they did submit a request for Member Biedscheid to recuse herself and stated she was curious how Member Biedscheid was going to respond.

Member Biedscheid stated she did see a copy of that request and discussed it with the City Attorney's office and that she has no bias against Ms. Beninato's client. She doesn't know her client. She knows Ms. Beninato pretty well from the hearings, but she has no bias against her. Her husband's job has absolutely nothing to do with her responsibilities on the Board. They work to keep things separate and respect ethical boundaries. In fact, she understands that her husband doesn't hear H-Board Appeals as part of his

job, as a State District Judge. She stated she was insulted for herself and all working women that are part of a marriage or partnership that it would be assumed she cannot be independent and capable of an intellectual border between hers and her husband's job duties. She is not influenced by her request, and she will hear this case impartially like all other cases.

Ms. Beninato stated that it was not at her instigation, but at her clients request and the wording is primarily from their sources. I just want to be clear that my client did have a very poor experience and with the other party, and that the complaining party here (for this project) are the same. It just builds that kind of sense of distrust on the part of my client and I.

Chair Rios stated member Biedscheid has been on the Board for quite some time and she agrees with Ms. Biedscheid's comments. She believes Ms. Biedscheid can be impartial and thinks she indicated that her husband's work has nothing to do with this Board and she is a person that will be impartial in this case as she is with every other.

Ms. Beninato thanked them for those considerations and reasons and then proceeded to state that she doesn't agree with Staffs recommendations and does think that her client has met the exception criteria. The fence should not affect whether this is a contributing building or not. This property belonged to the Anton family and was built in 1920 based by hand and is not a home kit Sears. The brothers Alonso and James inherited and split the property in 1935. At that time, both addresses were on Hillside. This residence was owned by James, who sold it in 1979 to Steven Long. Mr. Long later sold to the current homeowner in 1988. The house has been added onto several times between 1988 and 1991. The roof may have been asphalt shingles initially but when Miriam purchased it, it was rolled asphalt. The homeowner replaced it with approval from the Historic office, possibly administratively with a metal roof. She has also had approval to enclose the portal on the front of the building. This was enclosed due to the salt damage that occurred from the care for the icy road in bad weather which splashes onto the property and was damaging the portal. To prevent the salts from damaging the residence, the client put up the previous blue colored board fence. There was wire fencing behind the board fence when it was removed due to damage to the fence. The client tried to incorporate the wire and metal fencing in place of the board fence. However, as a result her property has been subject to a lot of trespassing and people have actually broken into her residence while she has been there. These houses are designed for work/live. The BCD was only introduced in the 1980s. I now see that it is divided into smaller sections, which makes understanding it more confusing. I do question the status of this building. I do not believe it should be a contributing structure. Either way, the fence should not affect the status of the structure. Again, this shouldn't affect the streetscape because the fences in existence are already a variety of fences. She feels it's a necessity to have the fence there, so she can live there safely. It would also be less maintenance from the salt and feels like it will be more durable and tried to make it more visibly interesting.

Ms. Beninato also felt it was important to point out the timeline of going through the process. The fence was put up in August of 2023 by contractor Fabian Nava who told the client that she did not require a permit if the fence was under 6 feet in height. My client met with the Historic Preservation Division in September of 2023 along with her representative, Eric Sommer. They discussed what needed to be done for the client to come into compliance. An inspector issued a red tag on the property in February 2024. My client went to the Historic offices and met with a planner who explained what paperwork she needed to present to Historic. There has not been a single planner assigned to the case for any length of time.

As for the exception criteria: staff seem to be pushing for a white picket fence to match the neighbors fencing, which is also not historic. They are from the 1980s and the 1990s. There is a variety of fencing in the streetscape including the picket fences, masonary walls, stone walls, and coyote fencing. Therefore, a coyote fence will not harm the district (criteria 1). Regarding the hardship (criteria 2): the homeowner is a longtime resident who is in close proximity to two parks, Cross of the Martyrs and Tommy Masson Parks. She has had to call 911 on several occasions for break-ins. A higher fence to keep trespassers off the property, will help her be able to continue to live in this location because a four-foot fence or wall can be stepped over. Regarding the third criteria, this residence is closer to the street than most on the streetscape, the squashed wire fencing is replaced with a coyote fence which is on the streetscape in a height that will keep the homeowner safe from trespassers and the fence type will help protect the building from damage from salts. Maintenance costs are very high when damage is to the residence. Most of the front area of the streetscape changed when Paseo de Peralta was put in by the government in the 1960's. This is unique to this streetscape and is not the cause of Ms. Epsensen. The issue with the care and maintenance of the road, the location proximity to the parks, and the rise in crime are not the homeowners cause either.

Ms. Beninato continued: the Board has issued exceptions for safety reasons at Girls Inc most recently for a 6' fence on that streetscape due to safety concerns for the girls and their family's due to the proximity to Tommy Masson Park. My client's safety should be a concern and a reason for approval of this exception as well. Ms. Beninato gave several other examples of higher fences at properties for safety concerns including a significant structure on Saint Francis.

Ms. Beninato concluded that this request is for a safety concern of the elderly owner, and she was sorry that the homeowner was given bad advice from the contractor.

Ms. Espensen stated that when she moved in the fence was a white fence and before it was a white fence it was a natural fence. She didn't know anything about Historic but after a few years of getting all the dirt and salt on the fence, it looked terrible, so every spring she would sand, wash and repaint it, but after a while the white became too difficult to maintain. So, it then changed into the blue fence that everyone has seen in the pictures. It became tiresome to care for and she really wanted a coyote fence. She couldn't afford it, so she went with a wire fence and the issue with the wire fence is that it did not prevent people from jumping over it. She had a lot of strangers and homeless that would pass through her property and even though she locked the gate people would still jump over it. She was informed that if the fence wasn't 6 feet or taller she wouldn't need a permit, so based off of that information she put in the coyote fence with the help

of Fabian Nava. She felt that the fence was a solution to dealing with the increased traffic, tourists, and criminal elements of the city.

Chair Rios acknowledged and stated she always appreciates it when the owners of the property come to speak to the Board. She thinks even though the owners have representatives, it's important to hear from the owners and she feels for Ms. Espensen's situation. She doesn't know what the Board will decide in terms of the height, unfortunately she does think this fence impacts the street in a negative way, but that is her opinion. She would recommend something shorter and that the coyote fence, while popular through the city is not in keeping with this particular streetscape.

Ms. Beninato stated there are coyote fences in that area, for instance there is one directly across from her client's residence and one for Girls Inc. and the picket fence is not historic.

Ms. Espensen stated that allowing the neighbors to have coyote fencing but not her makes absolutely no sense to her and she believes that it is discrimination.

Chair Rios stated the main question here was height and asked to hear from other members of the Board.

Member Degnan stated she appreciates that Ms. Espensen has been able to maintain a successful business in this town all these years. She just thinks it's their role is to try to honor what the rules and regulations are and certainly sometimes it requires flexibility which is why you applied for an exception. She just thinks that while there may be another example of a tall coyote fence that generally speaking, tall fences are like creating a wall. I respect the fact that you want to be safe and understand that entirely. However, that due to all of the access around the property just having the coyote fence on Paseo de Peralta isn't going to keep people out of the property. It is her opinion that it will not be effective, and the fence is too tall.

Member Bienvenue stated that he felt this is a strikingly unattractive feature on the streetscape and it really would be aesthetically nicer if it was a small picket fence just like the neighbors even if they're not historic in that area though they certainly are. Even if the particular ones nearby are not historic that's certainly a historic feature for the style of architecture in that area, but I do see your situation as being unique and that is what is to me feeling the most important consideration in this particular case. We have in recent times gone beyond the boundaries of what both the code say and what I think our personal aesthetic choices would be in an ideal world with respect to safety issues and that has come up both in terms of neighborhood safety for a residential house and that was the case for the significant structure and then most recently with respect to the Girls Inc where an extremely tall fence was approved. That literally towers over the streetscape purely for safety reasons and that was the only reason it was allowed. Your property does strike me, the more I looked at it today and also hearing tonight has

similarly unique situation because of the fact that it's on such an incredibly narrow section of Paso de Peralta that your house is located so very close to the street. This is most likely because of the reconfiguration of Paeo de Peralta and its location with respect to very public areas both the park nearby and the park across at the martyr's walkway. On top of it you're using it as a residence which is also unusual in that particular location which is something that I think we want to encourage in our downtown. So, I am inclined to think that because of all of those very unique circumstances even though I do believe that this is not aesthetically a very good design solution to your difficulties; I'm not I'm not certain there is a really good design solution; you need a certain height where 4 feet will probably not be sufficient for purposes of your safety concerns. I would prefer it to be fenestrated in some way like picket fences are but that would also perhaps be a little averse to the safety issues that you have and in addition to safety it does seem that you do have some issues with respect to the maintenance of the road that's impacting on your property. The fencing all of which strike me as a little bit not as applicable to the immediate properties surrounding you which are commercial properties that are set back more from the street and therefore can accept that kind of more aesthetically appealing picket fence. So, I do think with the precedence we've set in some of these other cases that your circumstances may be unique enough to suggest that we should grant an exception, I don't know how the rest of the board feels. I think they might feel different but if we were to go down that path is there any kind of a compromise that can be reached from what you have right now such as any kind of lowering of the fence that would still give you sufficient privacy? I mean I note for one thing it's a fairly it's cut straight across as far as the top of the fencing goes. You probably know that we usually mandate that there be staggering of the latillas which hasn't happened here. If it were staggered by three or four inces would bring some of the height down. So, I'm wondering if you could live with something that's more like a 5-foot coyote fence or a 5ft. or 5ft 2in. coyote fence with some staggering involved. Also, we could suggest that you and could also add plantings on top of the fencing, which will bring it up in height. This is one of the things that our fence guidelines permit or even suggest and encourage as a possibility for privacy purposes without it being so dramatic from the point of view of the passerby.

Chair Rios stated she thought Stephanie indicated that there was another possibility of another type of fence and then asked Ms. Beninato if she heard her say that.

Ms. Beninato stated that was not correct and what she said was that the gate is a different material than the fencing to try and visually break up the coyote fencing. She believed her client would be willing to make it irregular, but she doesn't think a 5'-2" is sufficient and anything less than that doesn't give protection. She thinks 5'-5" might work with a couple of inches variations, but nothing less than that will give the protection needed. Generally, she likes lower fences as well, but she believes as it was stated this is a unique situation and all the other properties are being rented out and not needing the same exception.

Chair Rios clarified that Ms. Beninato said 5½'.

Ms. Beninato stated 5'-6" but not 3" or 4" in variation, so 5'-4" or 5'-6" will give Ms. Espensen the safety she needs.

Ms. Lamboy stated in reference to the width of the street she presented the 1930 Sanborn map and stated that when it was Hillside Avenue you could see the subject property at that curve and the street neck down to 28 feet but here it was 30', So the street itself in its width has not changed very much over time.

Member Biedscheid stated she does believe there are a few other residential properties on this street, especially at the intersection of Otero and Paseo De Peralta which have fences that are higher but are fenestrated on the top with wrought iron. This fence, the material is definitely out of character for the streetscape. A fenestrated fence or even a wire fence would be more appropriate so that it could be seen through. She doesn't think there's a wall that's even 3' on this street. It's very out of character but she does understand the safety concerns. She doesn't think this is the right solution for that.

PUBLIC HEARING

Mr. Mann stated that his family also lives in a house built by the Anton family on 618 Paseo De Peralta and the 4-foot white fence has been there for 36 years. The history of the Anton family built both houses around 1900 and 1912. He recently talked with Waldo Anton who is now 97 years old, and they discussed the house that he grew up in. He also spoke with Sarah Melton who had lived in the area, stated she spoke for the houses because the houses didn't have a voice. He's heard a lot discussion about what someone needs and how in fact it will dimmish the historic character of a contributing structure. His structure where he resides is contributing, the house next door is significant, and it is his understanding that Ramon Sarason delivered Ms. Espenson a report telling her what style and height the fence would need to be. He personally objects to the coyote fence, as it is ugly on a primary façade, and it would diminish the architectural and historic view of their properties. The idea that you can put that fence up and then plead necessity puts a personal need ahead of a federal historic structure and I personally feel that all that testimony about need should be put aside and to the point made that she's the only one who lives there we have a tenant living upstairs. I lived up there. We raised our child there. I certainly understand people's necessity for security, but do we want to sacrifice the way a building looks and maybe have the federal government look at the way we maintain our historic district and say we're willing to compromise so easily. I'm sorry I wish that it could be a win-win when you deliberately say I didn't know I needed a permit. However, that's no excuse.

John Eddy, previously sworn, stated that on occasion you do get cases like this and one thing that needs to be said is that this house is too close to Paseo De Peralta. The

biggest problem being its 6’ away from the curb of this street and that will continually be affected by weathering of the traffic on that road. As we keep repaving the roads they continue to get higher, extenuating the potential damage being splashed onto this fence and house. He is very conflicted and thinks the needs of the people living in houses should be addressed and is a valid concern.

Ms. Beninato stated she wanted to clarify that she has known many contractors who do not get permits even when they’re supposed to. Her client relied on a licensed contractor, Fabian Nava, who informed her that she didn’t need a permit. Her client was just given bad advice. She is being pushed and pushed that she has to have a picket fence which is actually not true. Ms. Beninato understands that some people may think that this (the coyote fence) doesn't really work, but this works in terms of maintenance. Ms. Beninato thinks this is one of the issues. Also when you look at the streetscape, it's not just the south side of the street it is the entire streetscape; north and south of that street. Overall, what you see are some retaining walls that are about 4’ high, a 10’ high retaining wall, for some distance, and then right across the street at Otero there's an 8’ retaining wall. So, if you're looking at the streetscape within 300’ from her property, you will see these high retaining walls that are massive. Ms. Beninato pointed out that as Member Bienvenue stated, it’s a unique situation.

BOARD DISCUSSION/ACTION:

Member Degnan asked Ms. Beninato for clarification that it was mentioned that perhaps it would be amendable, or agreeable to a 5’-6” fence to satisfy to some extent their concerns.

Ms. Beninato said yes, they believe a 5’-6” for the safety concern could still be effectively met. Her client is even willing to make it vary every couple of inches so it would be the 5’-4” to the 5’-6”.

Member Degnan moved to suggest that the fence be amended or adjusted or redone lowered to 5’-6”. No second was given so the motion died.

Member Bienvenue stated he has had concerns as the hearing has gone forward about trying to do a redesign on the fly because the issues are both height and the materials. He thinks a compromise solution can be reached someplace but it is going to have to address both the height the materials and some kind of fenestration because it really is very important section of our historic district where this is located. I do think that some design work on the part of the applicant in conjunction with staff is probably the only way we're going to be able to find a solution that would be acceptable to all of the Board members. So unfortunately, I think that leaves us in my mind no choice but to deny the application as submitted with the hope that the applicant will resubmit with a new proposal that will address their legitimate concerns in a manner that will be acceptable

to staff.

MOTION: In Case 2024-009478-HDRB, 614 Paseo de Peralta, Member Bienvenue moved that findings be entered by adopting the reasoning set forth in staff's report that the exception criteria have not been made met, for the application as submitted and the fence as currently existing and that the application therefore be denied without prejudice to a resubmittal. Member Mather seconded the motion.

VOTE: The motion passed by (4-0) roll call vote with Members Mather, Degnan, Biedscheid and Bienvenu voting in favor and none voting against.

Chair Rios explained after the motion that this had been denied but without prejudice, which means that you can come back before the board with a different application that's indicates exactly the kind of material you're going to use, the exact height, or you can appeal it to the city council.

Ms. Beninato stated that's right because what the Board is asking her to do is take down the coyote fencing even though her property has coyote fencing on it now. You don't want the same fencing that she actually has all over her property she's supposed to do a new type of fencing and then asked if that's what they're stating and would not approve a coyote fence.

Chair Rios stated she did not hear that in the motion.

Ms. Beninato then stated the Board said something about the materials being unacceptable.

Chair Rios stated she believed that was a personal statement she gave earlier in case and asked Member Bienvenue for clarification.

Member Bienvenue stated his motion stated but I did say that there were concerns with respect to both height and materials and that I would hope that the applicant could address those concerns and redesign. That doesn't mean there is direction as to what material materials have to be, or what the exact height needs to be. I truly believe something can be designed here that will meet the needs of your client as well as the board and the staff but and I'm not and purposefully did not want to get involved in trying to design from this perspective which is you came in you asked for exactly what you have and that's been denied. There may be someplace other that you can find a solution that the board will approve.

Ms. Beninato stated she wanted clarity that the board was basically rejecting the coyote

material because it's being said that they should look at other material and proceeded to ask if that is correct.

Chair Rios stated that options are open in other words if they would want to resubmit with that then she does not know if the applicant would get a denial. The Board is just saying there's other options.

Ms. Beninato stated that was not much direction.

Ms. Lamboy stated this case has gone to municipal court and the Applicant is before the Board based on some direction that this be considered by the H-Board. Since this particular design was denied, Ms. Lamboy would like to just communicate to the applicant that they can come back to the Board within 90 days, or remove their fence within 90 days. She wanted to provide them with some parameters, as to what the next City action would occur since it is being considered by the Court. She stated Mr. Frank Ruybalid could affirm they have three months either to come back to the Board, or then they will need to remove the fence to comply with the code.

Mr. Ruybalid stated as he understood at that time. He asked if a red tag had been issued.

Ms. Lamboy stated yes, and a citation to Municipal Court, so the applicant has been to court already regarding this issue.

Mr. Ruybalid stated he would have to look at the Municipal Court order, he didn't know what the municipal court order said.

Ms Beninato stated she just wanted it to be on record that her client is being treated differently in this manner than many other people.

Mr. Ruybalid stated this was out of order.

Chair Rios stated this case was over and thanked them for stating their concerns and stated to have a discussion with Staff and they will guide them through the process.

To view the entire recording of this hearing, ***see*** the YouTube video at:
https://www.youtube.com/watch?v=Vk1h9FgJWNQ (2:36:54 – 3:51:11)

6. **2024-009479-HDRB, 710 Canyon Rd., Downtown & Eastside Historic District, Contributing,** Conron & Woods Architects, agent for Anna Marie Hamilton, owner, proposes to remove a portion of the portal, raise parapets, relocate a door, re-roof the portal and residence, replace skylights and

EXHIBIT D-1

City of Santa Fe, New Mexico

memo

DATE: **December 10, 2024**

TO: **Historic Districts Review Board Members**

FROM: **Lani McCulley, Senior Planner, Historic Preservation Division**

2024-009478-HDRB, 614 Paseo de Peralta, Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5'-8" high coyote fence with pedestrian gates where the maximum allowable height is 4'-6". Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height.

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

__x__ **District Standards & yard wall & fence standards.**

__x__ **Historic Inventory Form**

__x__ **Zoning Review Sheet**

____ **Other**:

APPLICANT SUBMITTALS

__x__ **Proposal Letter**

__x__ **Site Plan/Floor Plan**

__x__ **Elevations**

__x__ **Photographs**

__x__ **Other:** exception criteria

STAFF RECOMMENDATION:

Staff finds that the exception criteria of Section 14-5.2(D)(9) have not been met and does not recommend approval of the application as it does not comply with 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

While the applicant is requesting an exception from the HDRB to the streetscape height standard of 4'-6", Section 14-5.2(C)(5)(a) states that, "*if the applicant requests approval of a height in the historic district that exceeds the underlaying zoning district requirement, the applicant shall first receive an exception to this Section 14-5.2. If approved by the historic district board, the applicant shall proceed to the board of adjustment for consideration of the proposed variance*."
The underlying zoning district for this property is Business Capital District East Marcy/East Palace (BCDMAR) which permits a maximum height of 4'-0" for fences, per Table 14-7.4 (A)-1.

Therefore, if the HDRB approves the exception, the applicant shall proceed to the Board of Adjustment for a variance to the standards of the underlying zoning. If the Board denies the exception, the applicant must produce a new proposal which complies with both the underlying zoning and historic design standards. One motion will be required in this case.

Sample motion:

A. Approve or deny Case #2024-009478 to allow an exception to 14-5.2(D)(9) to construct a coyote fence to a maximum height of 5'-8" where a maximum allowable height of 4'-6" is allowed.

BACKGROUND & SUMMARY:

The single-family residence at 614 Paseo de Peralta is listed as contributing to the Downtown and Eastside Historic District. The residence is a moderately pitched gabled roof, deep set windows, and a large bay of windows on the north where a porch has been enclosed. It is obvious that the northern portal was enclosed sometime after 1985 because the photo of the 1985 HCPI shows an open portal. There is no case for that enclosure on file with the Historic Preservation Division office.

The property has held several fences along the street frontage of Paseo de Peralta over the years. Figure 1, shows photographic proof of a blue board fence present from 2007 through 2014, and a wood framed wire fence present from 2015 through 2023. The new coyote fence was constructed in 2023. There is no record of an approval from Historic Preservation and there are no permits on record for the changes to the fencing over time.

The streetscape along Paseo de Peralta was built after the Anglo-American arrival and the houses in this area reflect the Anglo-American style of architecture, including low front yard fences. There is a consistent grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The applicant's proposed coyote fence is not in keeping with this streetscape with regard to height and material.

Section 14-5.2(D)(c)(ii) states that, "*yard walls and fences shall be limited to a height that does not exceed the average of the height of other yard walls and fences in the streetscape*." While the Historic Preservation Streetscape calculation allows for a 4'-6" high fence, this property is located within the BCDMAR subdistrict. In this subdistrict, fences are further limited to a maximum height of 4'-0" per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts. Per Section 14-1.7 the more restrictive code would apply which means the maximum allowable height at this property is the 4'-0" height per zoning code for the BCDMAR.

Figure 1: Board fence 2007-2014, Wire fence 2015-2023, and Coyote Fence 2023

Section 14-5.2(C)(1)(a) states that, "*Each structure to be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as the addition of conjectural features or architectural elements from other buildings, shall not be undertaken.*"

A photograph from the 1985 HCPI (See Figure 2) illustrates that this house, like others in the streetscape, had low transparent fencing at the property line. Although it is difficult to discern the exact fence material, it is clear that historically the house had a direct relationship with the street as do other historic buildings in the streetscape.

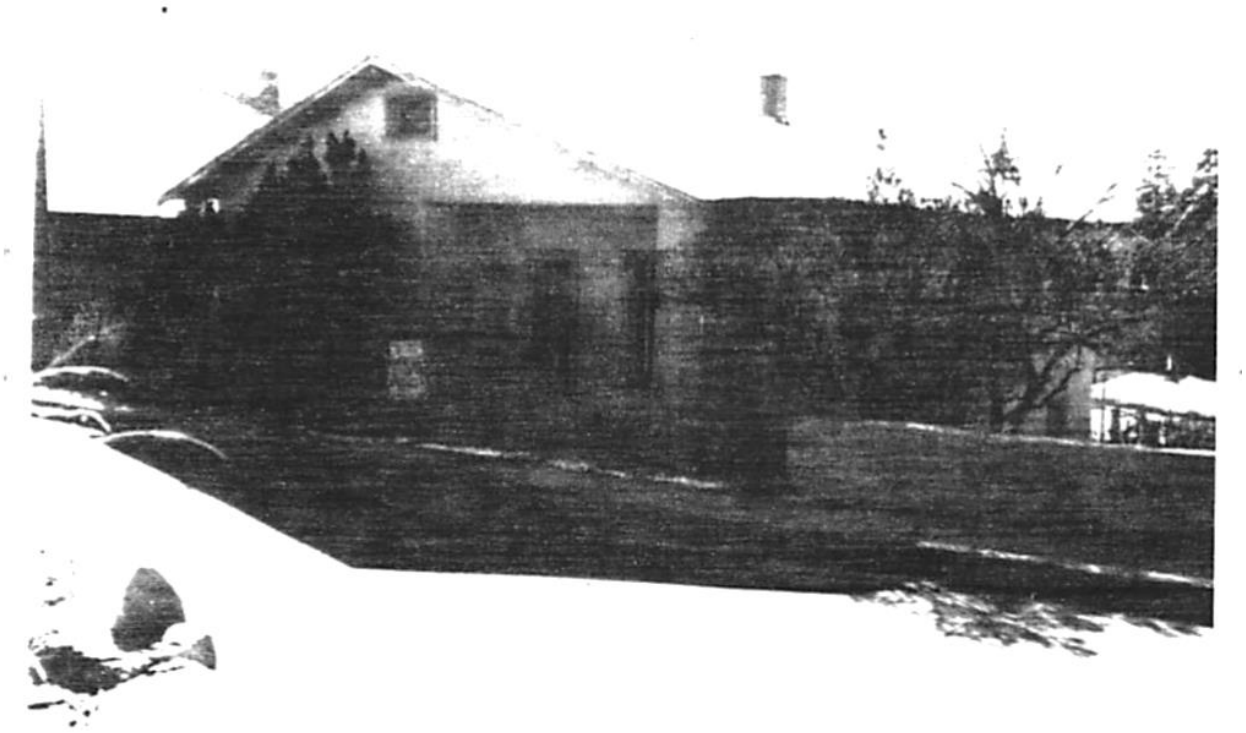


Figure 2: Photo from the 1985 HCPI

Section 14-5.2(D)(1)(a) states, "*The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied."*

The 5'-8" high coyote fence causes a disruption in how the structure relates to the streetscape and if allowed, poses a threat to the building's historic status and the legibility of the streetscape. Additionally, the townscape, as set forth in the BCD design standards for the East Marcy/E Palace subdistrict also identifies the unique nature of the streetscape by limiting the height of fences and/or walls to a maximum height of 4'-0".

The city's inspections office issued a Stop Work Order (red tag) in August 2023 for the construction of the coyote fence without approval from the HDRB, the Historic Preservation Division or a construction permit.

The applicant now requests approval of the coyote fence by proposing the following exterior alterations:

1) Construct a 5'-8" high coyote fence with two wood plank pedestrian gates (one on the street frontage and one on the side property line) where the maximum allowable height is 4'-6". An exception to section 14-5.2(D)(9) to exceed the maximum allowable height is requested.

EXCEPTION CRITERIA AND RESPONSES:

Exception to Section 14-5.2(D)(9): The applicant requests an exception to exceed the maximum allowable height of a fence.

(i) *Do not damage the character of the district;*

Applicant Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. There are 8 and 10 ft retaining walls less than half block away at the intersection of Paseo and Otero (NW and NE corners) and several coyote fences across the street.

Staff Response: Staff does not agree with this statement. The coyote fence as proposed damages the character of the district, is a violation so the streetscape standards and the underlying BCDMAR zoning standards. The heights of the walls and fences along this streetscape of Paseo de Peralta range in height from 24" (2'-0") and 108" (9'-0") and the walls and fences vary from retaining walls constructed of rock or stuccoed concrete masonry on the north side of the street. The tallest wall is a retaining wall with yard wall on top. The combination of a yard wall with retaining wall is allowed at a height greater than properties with no retaining wall. There is a grade change between the properties on the south side of the street and those on the north side. Retaining walls characterize the streetscape on the north side, with additional walls that are substantially set back from the plane of the retaining walls. The south side of the street is lined with lower yard walls and fences with stepped heights or wrought iron creating an open fenestration of the yard wall, two picket fences, one wire fence, and at the edge of the streetscape there is a single coyote fence located on the Girls, Inc. Property. The Girls, Inc property is part of the Hillside streetscape rather than the Paseo de Peralta streetscape, and is visually disrupted from the property, as it is located around the curve from the subject property. Furthermore, the Girls, Inc. property is part of a different zone district than the subject streetscape.

Streetview images have been provided to illustrate the streetscape and context of yard walls and/or fences in the streetscape.

Figure 3: Streetview looking west

Figure 4: Streetview looking east

(ii) *Are required to prevent a hardship to the applicant or an injury to the public welfare;*
Applicant Response: The owner is and has been a full-time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks-the Cross of the Martyrs and the Tommy Macione Park.

The owner had replaced a blue wood fence with a lower chain link fence that supported the older wire fencing in 2003. However, with the increase in trespass and robbery at her residence, the owner felt her only recourse was to replace the damaged wire fencing with a fence made of stronger material that will deter unwanted entries.

The coyote fencing will also be easier to maintain given the heavy barrage of salt that it gets in the winter due to the location of the residence at a curve and its extreme proximity to Paseo de Peralta.

Staff Response: This criterion has not been met. There is no hardship that is unique to this property; other residences/shops in the streetscape have direct access to the street. Through the establishment of the Downtown & Eastside Historic District and the adoption of the historic districts ordinances, it was determined by the community that the preservation of historic streetscapes and buildings is important to retain the overall character of Santa Fe.

The proposed coyote fence is a threat to the historic status of the historically contributing residence, and furthermore it disrupts the streetscape as is regulated by both the Historic Districts Ordinance and the Business Capitol East Marcy/East Palace subdistrict standards.

(iii*) Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents can continue to reside within the historic districts;*

Applicant Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. The increased height will allow the continued use of the structure as a residence since it will increase the owner's personal safety and decrease maintenance costs.

Staff Response: The Applicant's response does not address the approval criteria. While safety and security are concerns for all residents within the city, they are not a valid reason to violate the height and preservation standards established in the ordinance, which inherently considers the welfare and safety of residents. Other security measures could be employed that would not violate the ordinance.

(iv) *Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;*

Applicant Response: Other structures have more setback from the street. This lot lost most of its setback when Paseo de Peralta was created in the 1960s. Additionally this structure is the only one that still serves as a live workspace, which has been the historic use of these homes since the 1960s.

Staff Response: The Applicant's response does not address the approval criteria and staff disagrees with this statement. While most of the properties on the north side of Paseo de Peralta are set back further from the road, all the properties on the south side of Paseo de Peralta are set back similarly to the subject property. The setback is not peculiar to this lot. Staff does recognize that some of the properties are commercial such as the art galleries, but the use of the property can change and is not peculiar to the land or structure, other uses are permitted, and other structures could be converted to live work as well, or the existing property could be similarly repurposed.

Street map and aerial images have been provided to illustrate the streetscape and context of yard walls and/or fences in the streetscape.

Figure 5: 1912 Kings map of the vicinity

Figure 6: 1957 Aerial of the vicinity

(v) *Are due to special conditions and circumstances which are not a result of the actions of the applicant; and*

Applicant Response: The owner is not responsible for the rise in property crime and drug use. Her property is located near two parks which at times serve as magnets for these types of behavior.

Staff Response: The Applicant's response does not address the approval criteria. While staff recognizes that the property owner is not responsible for crime rates, the presence of crime or an incidence of crime is not a justification to violate the preservation or height standards of the ordinance, which is the law of the city. All residents may consider responsible and code compliant safety measures to secure their homes and businesses. The applicant should be held to the same standard as all other structures in the streetscape, which must follow the height and design restrictions set in the ordinance. It should be noted that this exception request is due to the action of the applicant to build a fence without a permit and Historic Districts Review Board approval. Had the applicant proceeded through the typical review process there may not have been a need for this request.

(vi) *Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).*

Applicant Response: The owner understood from the contractor that if she kept the fence below six feet, she would not need a permit. She deliberately kept the fence to 5 ft 8 inches for its entire length whether on the street or on a sideline. It is the minimum she feels will deter entry onto her property from Paseo. The type of material being used is compatible with the existing streetscape. There are fences and walls in close proximity that are or will be higher

Staff Response: The Applicant's response does not address the approval criteria. The applicant and her contractor are not in a position to set the rules for permitting, or for height standards and design standards within the historic district, and ignorance of the appropriate processes and standards is not valid justification for violating those standards.

The proposed coyote fence negatively impacts the historic streetscape and a design that does not negatively impact the streetscape has not been considered or proposed by the applicant.

APPROVED AS TO FORM BY THE PLANNING AND LAND USE DEPARTMENT:

Title	**Name**	**Initials**
Department Director	Heather Lamboy	HLL
Assistant Department Director	Maggie Moore	MRM
Planning Manager	Gary Moquino	GM
Planner Senior	Lani McCulley	

Attachment B
NEW MEXICO HISTORIC BUILDING INVENTORY FORM

H3011

building threatened? yes	surveyed date 2/85 by HMW	county SANTA FE	ID no. 051610400
field map SFHD #1	number 400	UTM reference zone 12 13 easting	northing

location description
614 Pº de PERALTA

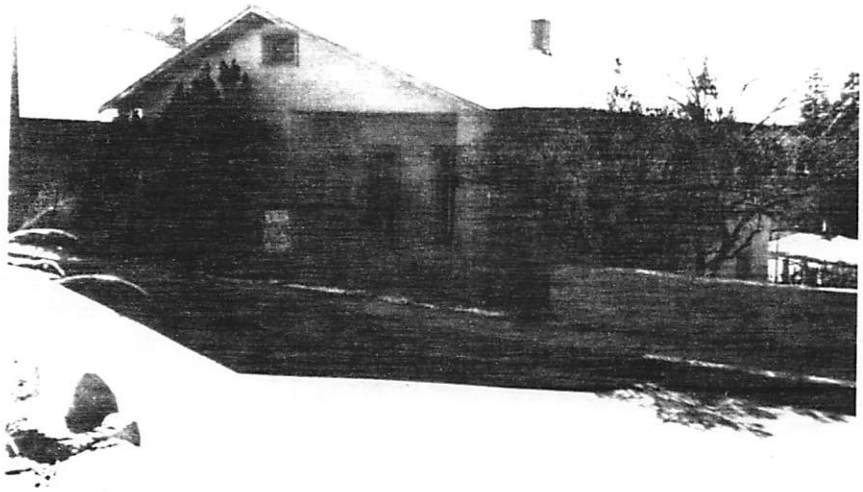
city/town
SANTA FE

land grant/reservation

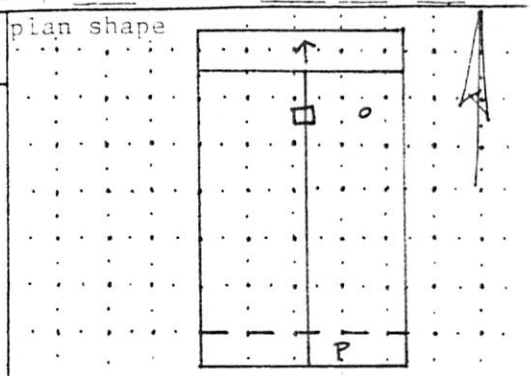
building name

legal description
tnsp ___ N S range ___ E W sec ___ ¼ ¼

film roll by HMW no. SFHD 17	negative nos. 27	loc. of neg. HPB



plan shape



date of construction
1912-30 estimate ___ actual
source
KING'S, SANBORNS

use
present [residential]
other ___
historic [residential]
other ___

condition
___ excellent X good
___ fair ___ deteriorating

degree of remodeling
___ minor ___ moderate ___ major
describe:

type
BUNGALOW

wall material/surface
ADOBE/STUCCO

architectural features 1 S IN FRONT 2 IN REAR. MOD. PITCH FRONT GABLE RF W/ PORCH RECESS'D IN BLDG VOL. SMALL 4-LIGHT WD WDW W/ WD SURROUND IN GABLE 2 SGL 1 SMALL/1 LARGE D.H. WD WDWS W/ STUCCOED LUG SILLS; SGL LEAF SGL LARGE LIGHT WD. DOOR. PORCH CARRIED ON CORNER STUCCOED PIER, CONC. FLOOR. SIDES: 1/1 D.H. WD, SGLS & TANDEM, 1 4/4 WD CASMT ALL W/ STUCCOED LUG SILLS. BASMT SIDES: 4 & 6 PANE HOPPERS, WD.

comments REAR: WD PORCH AT UPPER LEVEL ENCLOSED W/ FRAME CONST & 2 BANDS OF 4 4-LIGHT WD WDWS, CARRIED ON IRON POSTS BELOW, FORMING OPEN PORCH W/ GARAGE DOOR.

surroundings
COMMERCIAL/RESIDENTIAL

relationship to surroundings
X similar ___ not similar

district potential
___ yes ___ no

significance
___ eligible X of interest ___ none

if eligible, why? CONTRIB.

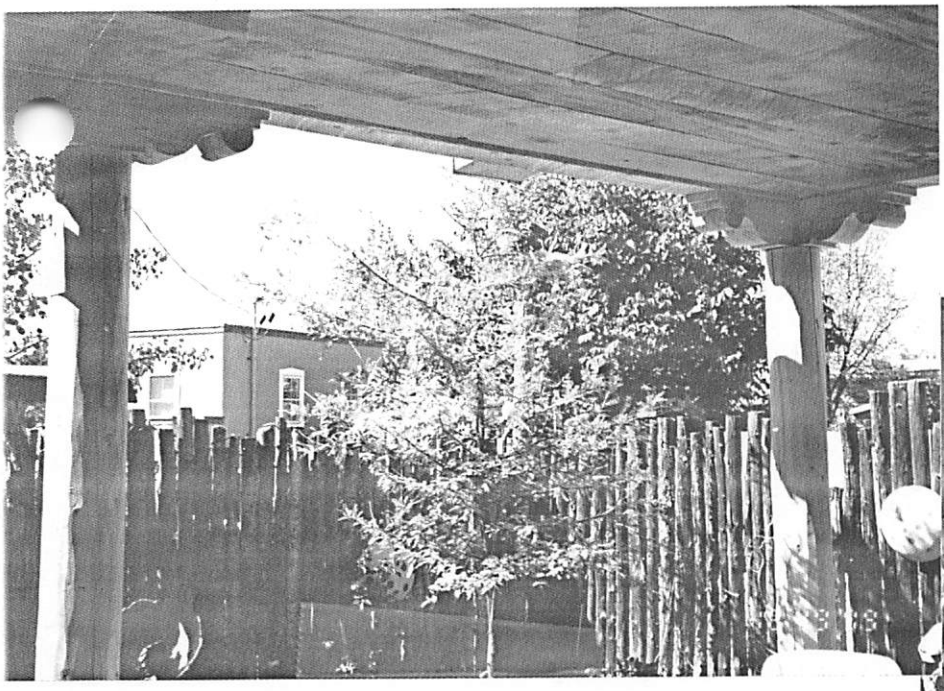
associated buildings? ___ yes
what type?

if inventoried, list ID nos.

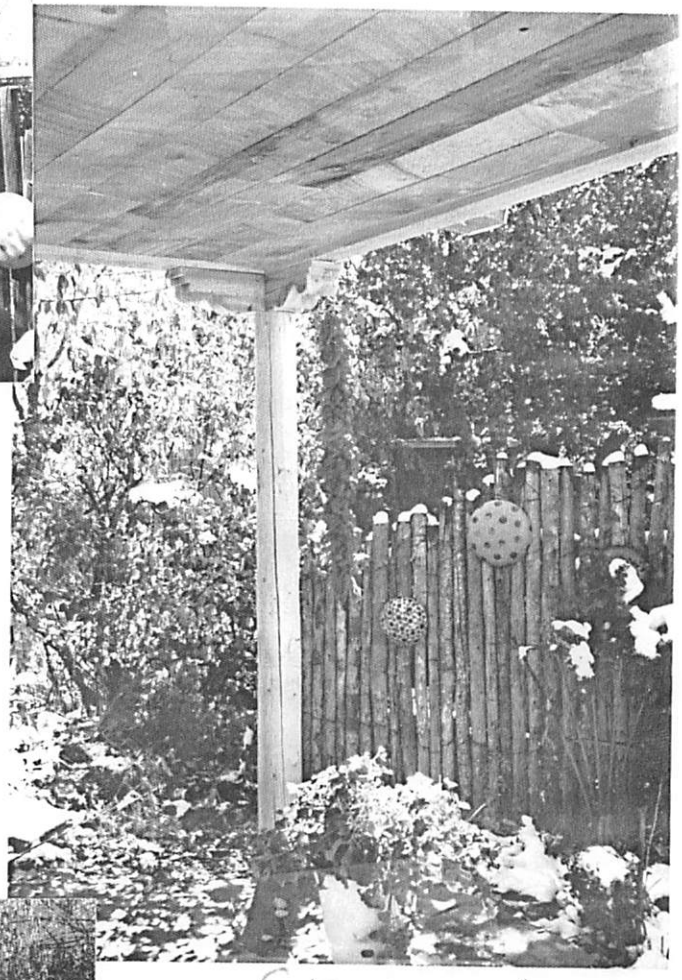
see back ___ yes

EXHIBIT D-2

H-99-211
614 Paseo de Peralta



SW View



SE View

View from Loma Lane

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:

Date Submitted: 10/1/24 Miriam ~~Espenson~~ Leth-Espenson

Property Owner of Record: Leth-Espenson Trust

Applicant/Agent Name: Stefanie Beninato

Contact Person Phone Number: 505 988 8022

Site Address: 614 Paseo de Peralta

Proposed Construction Description: new fence

TOTAL ROOF AREA: 1530 / 3955 (lot size)

Zoning District: BCDES

Overlay: ☐ Escarpment ☐ Flood Zone* ☐ Other: Downtown/Eastside Historic District

Submittals Reviewed with PZR:
☒ Legal Lot of Record ☐ Development Plan ☐ Building Plans
☐ Existing Site Plan ☒ Proposed Site Plan ☒ Elevations

Supplemental Zoning Submittals Required for Building Permit:
☐ Zero Lot Line Affidavit N/A

Access and Visibility: ☐ Arterial or Collector** N/A
☐ Visibility Triangle Required

Use of Structure: ☒ Residential ☒ Commercial Type of Use: yarnshop, gallery

Terrain: ☐ 30% slopes N/A

Lot Coverage: 39 %
☐ Open Space Required: ____

Setbacks: N/A
Proposed Front: ____ Minimum: ____
2nd Front? ____
Proposed Rear: ____ Minimum: ____
Proposed Sides: L ___ R ___ Minimum: ____

Height: Proposed 5' 8"
Maximum Height: 4' 8" or
☒ Regulated by Historic Districts Ordinance
☐ Regulated by Escarpment District

Parking Spaces: N/A
Proposed ____ Accessible ____
Minimum: ____

Bicycle Parking:** N/A
Proposed: ____ Minimum: ____

* Requires additional review conducted by Technical Review Division
** Requires additional review conducted by the Traffic Engineering Division
** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

Stefanie Beninato (☐OWNER ☐APPLICANT ☒AGENT)
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

Stefanie Beninato 10/1/24
SIGNATURE DATE

2024-009432PAR

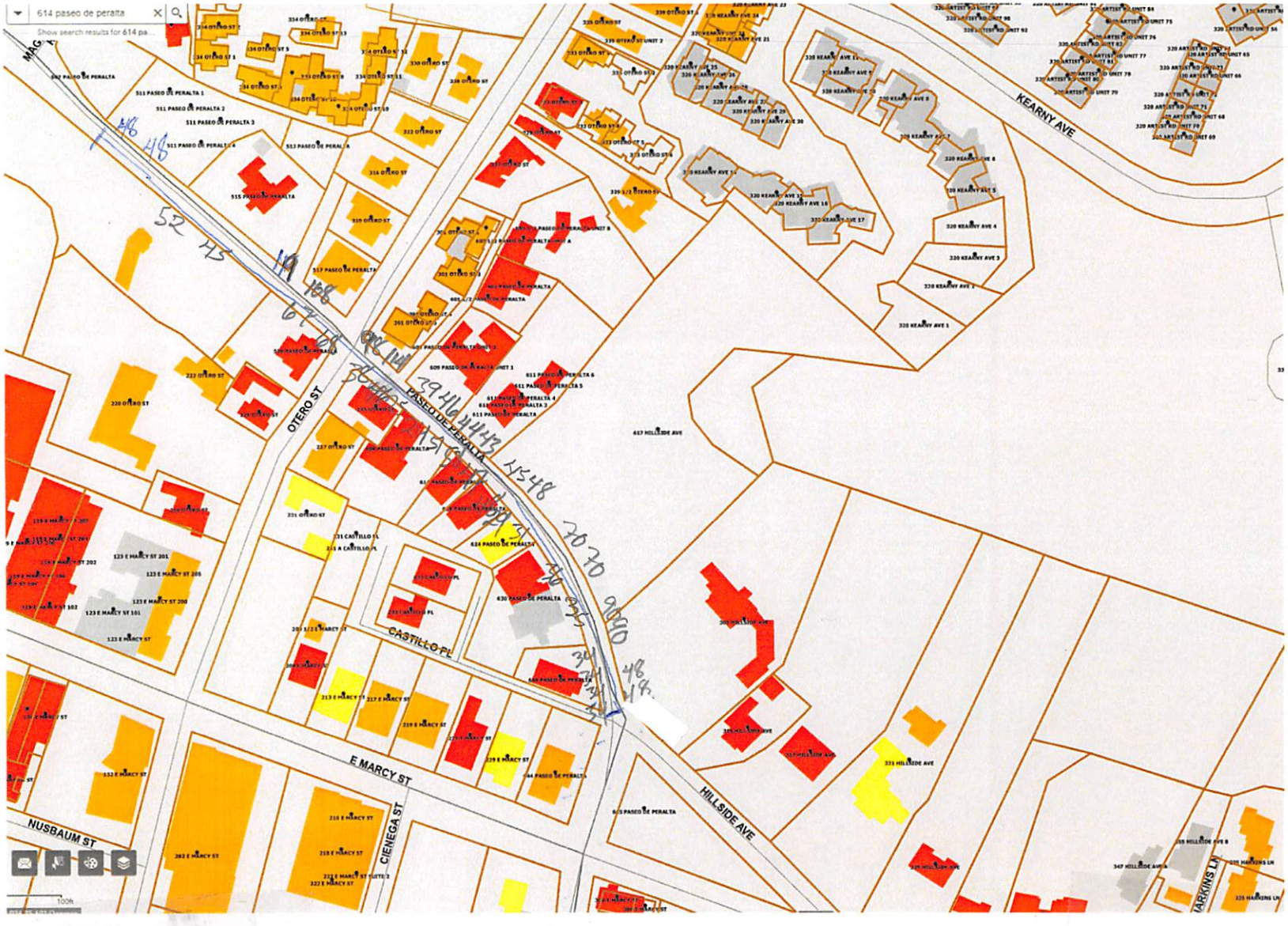
To Be Completed By City Staff:

Additional Agency Review if Applicable:
☐ Escarpment Approval by ____ Date: __/__/__
☐ Flood Plain Approval by ____ Date: __/__/__
☐ Traffic Engineering Approval by ____ Date: __/__/__
Notes: ____

Zoning Approval:
☐ **Preliminary Approval** ☑ **with conditions** ☐ **Rejected**
Comments/Conditions: Legal lot of record provided
Proposed 5'8" fence requires a variance from the Board of Adjustment before permitting per 14-7.4(A) Table of Dimensional Requirements for Townscape Districts for East Marcy/ East Palace

REVIEWER: Rebekah Clouser **DATE:** 11 / 6 / 2024

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.



Fence/Wall Height
Calculation for
614 Paseo de Peralta

Total: 2052
Count: 38
Average: 54"
Maximum Allowable
Height:
54" or 4'6"

48 48 119 108 98 114 39 46 44 43 45 48 70 70 90 90 48 48 52 45 67 68 38 46 25 24 51 58 47 48 29 31 36 35 34 34 34 34 54

2007-2014

2015-2023

August 2023

Streetscape looking west from neighbor to the east to the stop sign and then beyond the stop sign

Streetscape looking east from the residence

614

614

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ .63
Certified Fee	4.35
Return Receipt Fee (Endorsement Required)	3.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 8.53

SANTA FE NM 87501 JAN 12 2024 Postmark Here

Sent To: Leth - Espensen Trust
Street, Apt. No.; or PO Box No.: 614 Paseo de Peralta
City, State, ZIP+4: Santa Fe, NM 87501-1957

PS Form 3800, January 2001 See Reverse for Instructions

7002 0510 0003 6710 6901

HIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

(Printed Name) C. Date of Delivery

Received
JAN 16 2023

ddress different from item 1? ☐ Yes
r delivery address below: ☐ No

Stephen Bartels
NM Taxation & Revenue

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

elivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-0835

Case Number: **BLD-002116-2024**
Case Type: **Building**
Date Case Established: **01/11/2024**
Compliance Deadline: **02/22/2024**

Santa Fe, NM 87501

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

USPS TRACKING #

9590 9402 5883 0038 0555 99

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Santa Fe
200 Lincoln Ave
Santa Fe N.M. 87504
Anthony Maestas

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Miriam Lethgoensen
614 Paseo de Peralta
Santa Fe N.M.
87501

4-24-24

9590 9402 5883 0038 0555 99

2. Article Number (Transfer from service label)

7013 0600 0000 5934 2028

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

M. Leth-Espensen
4/13/24

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

City of Santa Fe

0654

P.O. Box 909, Santa Fe, New Mexico 87504-0909

HISTORIC PRESERVATION DIVISION / NOTICE OF VIOLATION

☒ City Initiated ☐ Citizen Complaint

NAME: _____ PHONE: _____

ADDRESS: _____

DESCRIPTION

Unapproved coyote fence at place of residence

NEEDS Approval from Historic Preservation and construction permit

MAY result in fines and court appearence

Historicpreservation@santafenm.gov

NAME OF VIOLATOR: PHONE:

ADDRESS: 614 Paseo De Peralta

☒ 14-3.10 construction	Building Permits	☐ 14-8.10 (H) (19)	Permits Required (Signs)
☒ 14-8.5	Walls and Fences	☐ 14-8.10 (H) (23)	Sandwich Signs; Prohibition
☐ 14-8.10	Signs	☐ 14-8.10 (H) (29)	Price Reduction Signs
☐ 14-8.10 (A)	Applicability (Signs)		
☐ 14-8.10 (H)	Special Sign Regulations in the Historic Districts		
☐ 14-8.10 (H) (4)	Prohibited Locations		
☐ 14-8.10 (H) (12)	Signs; Awnings, Flags, Banners		
☐ OTHER	You are in violation of the following City Ordinance: _____		

NOTICE OF VIOLATION

HPE01.indd 06/09

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. **"Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a seperate offense, except where otherwise provided."**

DATE: 2/23/24 TIME: 14:11 ☐ AM ☒ PM

REINSPECTION DATE: 3/8/24 INSPECTOR Anthony MAESTAS

PHONE NO.: 505-955-6577

NO ENTRANCE TO
614 PASEO DE PERELTA
PRIVATE PROPERTY
FOR THE EXCLUSIVE USE
OF
618 PASEO DE PERALTA
NO PUBLIC ACCESS

COSF 0066

YARN

MCCULLEY, LANI J.

From: LAMBOY, HEATHER L.
Sent: Monday, December 2, 2024 7:37 PM
To: MOORE, MARGARET; MOQUINO, GARY S.; MCCULLEY, LANI J.
Subject: FW: Your facts differ from my client's 614 Paseo de Peralta

Follow Up Flag: Follow up
Flag Status: Flagged

Hi all,

I think we need to provide some background on the red-tag process and how Ms. Leth-Espensen has been a scofflaw. That is an important point to share with the HDRB. Please see below.

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: LAMBOY, HEATHER L.
Sent: Monday, November 4, 2024 12:25 PM
To: Stefanie Beninato <info@nmmediate.com>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J. <kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: RE: Your facts differ from my client's 614 Paseo de Peralta

Hi Stefanie,

This is the link that I was referring to – the file size was too large to send via email.

Here's the attachment as a link for your review:
Citations and Photos 614 PdP.pdf

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

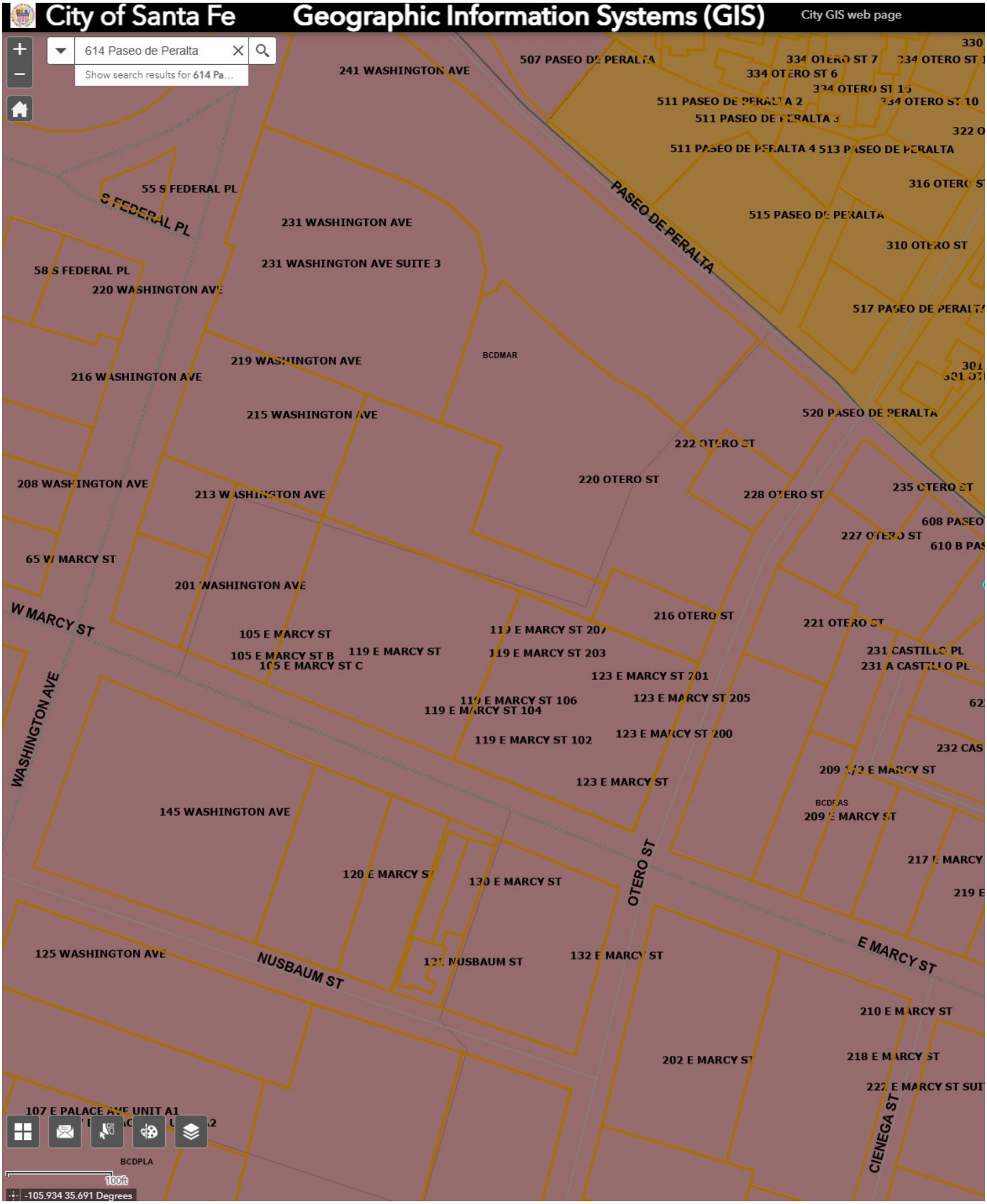
CITY OF SANTA FE
PLANNING & LAND USE

From: LAMBOY, HEATHER L.
Sent: Wednesday, October 30, 2024 5:51 PM
To: Stefanie Beninato <info@nmmediate.com>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J. <kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: RE: Your facts differ from my client's 614 Paseo de Peralta

Good afternoon, Stefanie,

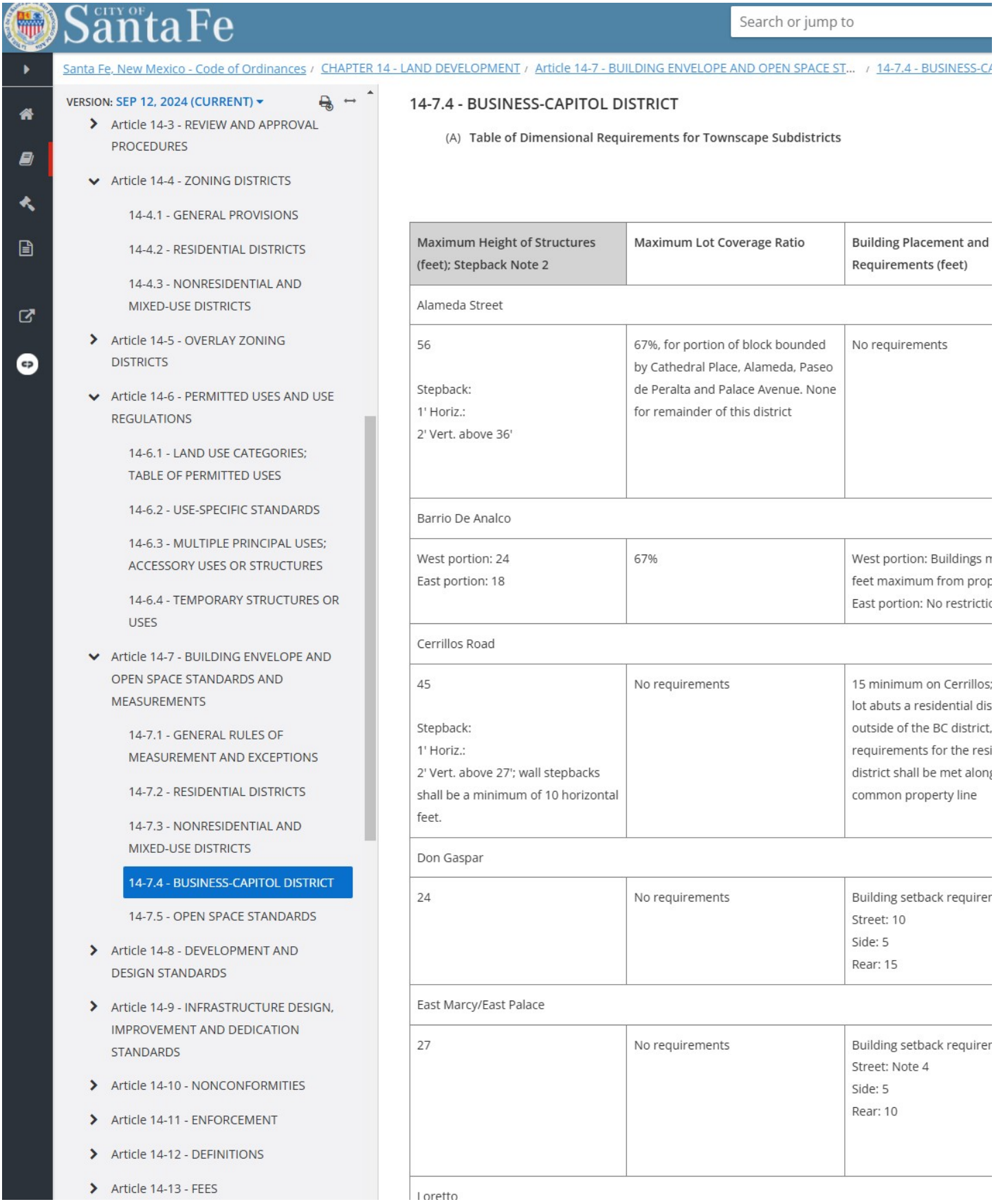
The property was red tagged by Kevin Smith, a citation was given by Anthony Maestas, and finally a citation referring the matter to court was issued (please see file link below with the paperwork).

While Paul may have assisted Ms. Leth-Espensen with scanning some paperwork, she did not do anything further. The first step is to obtain a preliminary zoning review (PZR) to assure that the proposed use and height is permitted in the zone district. The Code reference that Ms. Clouser cited has to do the with Business Capitol District (BCD) zone district standards. We do not accept an application without the PZR form, as that communicates that Current Planning has reviewed the proposal and that there are no zoning issues. The map below is from the City's Geographic Information Systems (GIS) zoning map, a link to which can be found on the City's website: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=8cbbefaf87d44d99b4f379564e9f3c83. On a related matter, the Girls Inc property is in an R-2 zone district and not subject to the same standards as the East Marcy/East Palace BCD subdistrict.



As you can see, the subject property is in the Business Capitol District. The subdistrict is East Marcy/East Palace. The BCD has many subdistricts which reflect the unique character of each district; for example,

a subdistrict for the Capitol campus, Cerrillos Road, Don Gaspar, etc. The table of dimensional standards for the BCD Zone District can be found in Section 14-7.4(A) SFCC 1987. https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE_ART14-7BUENOPSPSTME_14-7.4BUPIDI



14-7.4 - BUSINESS-CAPITOL DISTRICT

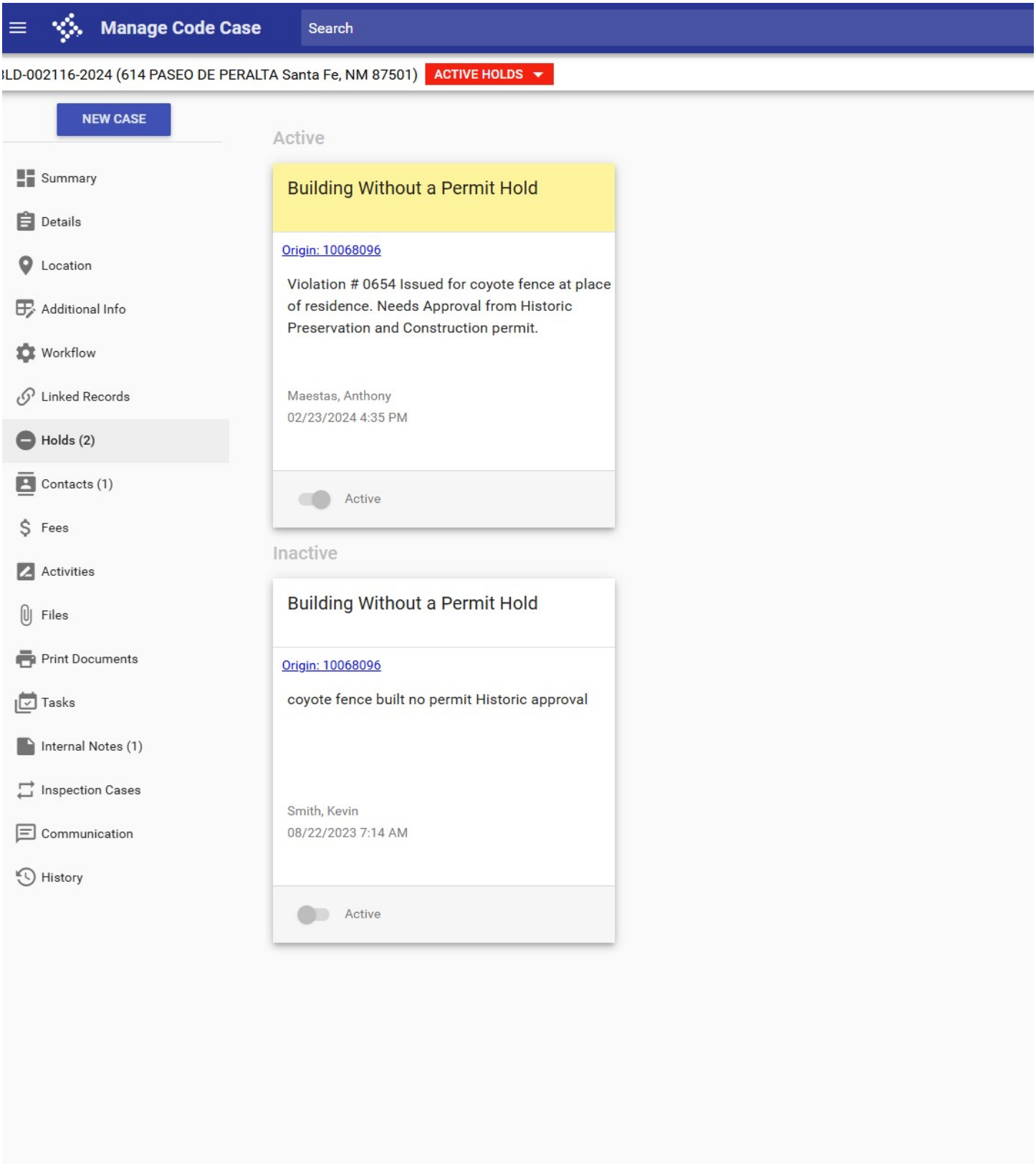
(A) **Table of Dimensional Requirements for Townscape Subdistricts**

Maximum Height of Structures (feet); Stepback Note 2	Maximum Lot Coverage Ratio	Building Placement and Requirements (feet)
Alameda Street		
56 Stepback: 1' Horiz.: 2' Vert. above 36'	67%, for portion of block bounded by Cathedral Place, Alameda, Paseo de Peralta and Palace Avenue. None for remainder of this district	No requirements
Barrio De Analco		
West portion: 24 East portion: 18	67%	West portion: Buildings n feet maximum from prop East portion: No restrictic
Cerrillos Road		
45 Stepback: 1' Horiz.: 2' Vert. above 27'; wall stepbacks shall be a minimum of 10 horizontal feet.	No requirements	15 minimum on Cerrillos; lot abuts a residential dis outside of the BC district, requirements for the resi district shall be met along common property line
Don Gaspar		
24	No requirements	Building setback requirer Street: 10 Side: 5 Rear: 15
East Marcy/East Palace		
27	No requirements	Building setback requirer Street: Note 4 Side: 5 Rear: 10
Loretto		

Ms. Leth Espensen was originally given a red tag by Kevin Smith (our Zoning Inspector) in August 2023 and January 2024. Anthony Maestas issued a citation on February 23 noting that Ms. Leth-Espensen had

not submitted an application and had not removed the fence. Anthony reinspected on April 26 and the fence remained and yet no application had been submitted. That is when Anthony referred this issue to municipal court. Since then, Assistant City Attorney Kyle Hibner has been processing this case. When the fence was originally constructed in August 2023 Constituent Services received a complaint from a community member, which was investigated and as a result the red tag issued.

Here is a snip from our computer system documenting dates:



We do try to work with applicants so they can come into compliance with the Historic Districts Ordinance. Over the past year, there have been several interactions with Ms. Leth-Espensen with staff as well as with the attorney at municipal court. Mr. Hibner shared with me that the judge most recently requested that Ms. Leth-Espensen make application to the City. As of yet, all that we have processed is a PZR. Even if the Historic Districts Ordinance permits a higher height, the underlying zoning permitted

height of 4 feet still applies; therefore, a variance to the height permitted by zoning (4 feet) will need to be reviewed and acted on by the Board of Adjustment. If a variance is granted, then the Historic Districts Review Board may then review the case.

Finally, you will find the application for a variance on this web page: https://santafenm.gov/land-use/current-planning/application-forms-and-fees.

Here's the attachment as a link for your review:
Citations and Photos 614 PdP.pdf

I hope this helps your understanding of the process and Code standards.

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

Sincerely,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: Stefanie Beninato <info@nmmediate.com>
Sent: Wednesday, October 30, 2024 9:04 AM
To: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>
Cc: info@havephd-willtravel.com; VENDITTI, CARLY A. <cavenditti@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>; MOQUINO, GARY S. <gsmoquino@santafenm.gov>; HIBNER, KYLE J.

<kjhibner@santafenm.gov>; CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
Subject: Your facts differ from my client's 614 Paseo de Peralta
Importance: High

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.

Heather Apparently my client and her son have a difference of opinion with your staff. I don't see Paul Duran's name on this thread. He is the one who on 1 March 2024 sent Miriam's application in—I believe he helped her scan the documents. See email below
It should be noted that Ms Clousure is citing fence heights for E Marcy and E Palace. This property is not located on either street. It is located on Paseo de Peralta. There is a 4 ft 8 inch picket fence at 618 visible from the street.
Also Ms Leth-Espensen is adamant that her fence was never redtagged. I am not surprised since there are people in my neighborhood who have been reported for unpermitted work and NEVER redtagged such as at 1008, 1023, 1025 Don Diego and 1030 Don Cubero.
My goal is to move this case to a resolution so Ms Leth-Espensen can live there safely.
What is the next step? I would like a clear pathway to resolution—no changes seven months later…like going to BOA instead of Historic…
If it is really necessary to go to the BOA, why was your staff ready to schedule this for a HBoard meeting? Really it seems even with digitalized files the right and left hands in your dept do not know what the other is doing. Please send all necessary applications today to avoid even more delay. I have submitted the PZR application; perhaps you can find the 1 March 2024 H Board application or I can submit a new one. Otherwise please send correct application for variance with instructions.
Thank you
Stefanie Beninato

---------- Forwarded message ----------
From: Robert Kohn <rkohn@outlook.com>
To: Stefanie Beninato <info@nmmediate.com>
CC: Miriam Leth-Espensen <miriamsf@me.com>
Subject: FW: 614 Paseo del Peralta Historic Districts Application
Date: Tue, 29 Oct 2024 23:45:59 +0000
Message-ID: <BL0PR02MB3700C0CD36EF0D5B3F6804D3AC4B2@BL0PR02MB3700.namprd02.prod.outlook.com>

Dear Stefanie,

It is wrong for Heather Lamboy to say that Miriam supposedly caused delays because she supposedly "has not formally applied for a permit." (As stated by Ms. Lamboy in her email sent to lots of people on Oct. 28, 2024.)

Miriam applied for a permit on March 1, 2024. (Please see below.) Would you please consider noting this fact to Ms. Lamboy and her colleagues?

Thank you,
-Rob

From: Miriam Leth-Espensen <miriamsf@mac.com>
Date: Saturday, April 20, 2024 at 8:05 AM
To: Robert Kohn <rkohn@outlook.com>
Subject: Fwd: 614 Paseo del Peralta Historic Districts Application

Sent from my iPhone

Begin forwarded message:
From: Miriam Leth-Espensen <miriamsf@me.com>
Date: March 1, 2024 at 5:02:09 PM MST
To: "DURAN, PAUL A." <paduran@santafenm.gov>
Subject: Re: 614 Paseo del Peralta Historic Districts Application
Thanks for all your help.
Enjoy the week-end.
Miriam
Sent from my iPad

On Mar 1, 2024, at 4:16 PM, DURAN, PAUL A. <paduran@santafenm.gov> wrote:

Hi Miriam,

Attached is the historic districts application. I have sent a copy to the hpdsubmittal@santafenm.gov<mailto:hpdsubmittal@santafenm.gov>

Thank you for coming in today and have a great weekend,

Paul
<614 Paseo Del Peralta.pdf>

From: Stefanie Beninato [mailto:info@nmmediate.com]
Sent: Tuesday, October 29, 2024 5:30 PM
To: 'hllamboy@santafenm.gov'
Cc: 'info@havephd-willtravel.com'; 'cavenditti@santafenm.gov'; 'daesquibel@santafenm.gov'; 'gsmoquino@santafenm.gov'; 'kjhibner@santafenm.gov'; 'reclouser@santafenm.gov'
Subject: New Requirement for 614 Paseo de Peralta

LAMBOY, HEATHER Thank you for city's history of the case. Would you cite the ordinance re BCD height variations by variance? And also what zone is Girls Inc in since it just got an exception to raise the height of its coyote fencing beyond what is allowed by the HBoard. Same concerns as Ms Leth-Espensen.
Thank you
Stefanie Beninato

L. writes:

> Hi Stefanie,
>
> Many of the delays have been caused by Ms. Leth-Espensen. She has not
> formally applied for a permit even though the preliminary contact was
> months prior to Ramon leaving (the meeting was held on September 14,
> 2023). When he did not get timely responses from her, I even reached out
> to Eric Sommer as he was present at the initial meeting.
>
> As she has not done her due diligence, the zoning standards were not
> reviewed until this point. Previously we have only discussed the project
> as it relates to the height standards, preservation and design standards
> of the Historic Districts Ordinance. Chapter 14 clearly states the
> following: Section 14-5.2(A)(5):
>

> (5)Zoning District Regulations
> The property in an historic district shall be subject to the
> requirements, uses, and other regulations of the zoning district of which
> the property is a part, except for height as regulated in Subsection 14-5.2(D).
>
> Typically, the permitted height according to the Historic Districts
> Ordinance is lower than the permitted zoning district height. In this
> case, the BCD standards apply in addition to the Historic Districts
> Ordinance. The only body permitted to vary dimensional standards as set
> forth by the zone district is the Board of Adjustment. If she wants to
> maintain the current height, a variance will be required first and then
> the Historic Districts review board may approve this case.
>
> I am sure that you know that a non-conforming condition (the height of
> the fence she replaced) may not be created again with new construction.
> The non-conforming condition was removed with the removal of the previous fence.
>
> I have included a copy of the email correspondence that Gary and I sent
> to Ms. Leth-Espensen in September 2024 outlining the application process,
> which included the statement that she should apply for her PZR immediately.
>
> Finally, Ms. Leth-Espensen has regularly removed the red tags from the
> fence, which is not permitted according to Code. She has been severely
> deficient in her response to the red tags and citation.
>
> Sincerely,
>
> Heather L. Lamboy, AICP
> Director, Planning & Land Use Department
> 200 Lincoln Ave, Box 909
> Santa Fe, NM 87505
> (505) 470-5281
>
>
>
>
> -----Original Message-----
> From: info@swguides.com <info@swguides.com>
> Sent: Monday, October 28, 2024 10:11 AM
> To: CLOUSER, REBEKAH E. <reclouser@santafenm.gov>
> Cc: info@havephd-willtravel.com; LAMBOY, HEATHER L.
> <hllamboy@santafenm.gov>; VENDITTI, CARLY A. <cavenditti@santafenm.gov>;
> ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>
> Subject: Re: 614 Paseo de Peralta PZR status
>
> 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.
>
>
> CLOUSER, REBEKAH The client is asking for an exception to the Historic
> standards. She does not want the fence to the accepted height of 4 ft 8

> inches. That is on the PZR application.
> Please can we go forward? This case has been open for over a year and
> delayed because of alleged staff shortages etc. Now it seems that you
> all are not in the loop on why this case is going to Historic.
> Thank you
> Stefanie Beninato
>
>
>
> E. writes:
>
>> Good Morning,
>>
>> Staff has received your legal lot of record for the property.
>> Per 14-7.4(A)-1 Table of Dimensional Requirements for Townscape
>> Subdistricts for East Marcy/ East Palace "Walls, fences, and hedges
>> permitted to maximum of 4 feet."
>> Please lower the proposed fence height to 4'.
>>
>> Thanks,
>> Rebekah Clouser
>> City of Santa Fe Land Use
>> Land Use Planner
>>
>>
>> The City of Santa Fe is initiating a review and update of the Land
>> Development Code, and invites you to participate!
>> Please visit http://www.santafeldcupdate.org/ to learn more, take our
> survey and join the mailing list.
>>
>>
>>
>> -----Original Message-----
>> From: info@havephd-willtravel.com <info@havephd-willtravel.com>
>> Sent: Friday, October 25, 2024 1:48 PM
>> To: VENDITTI, CARLY A. <cavenditti@santafenm.gov>
>> Cc: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>; CLOUSER, REBEKAH E.
>> <reclouser@santafenm.gov>
>> Subject: Re: 614 Paseo de Peralta PZR status
>>
>> 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.
>>
>>
>> VENDITTI, CARLY On Wednesday Dan Esquibel contacted you and sent you
>> verification of the legal lot of record status for 614 Paseo de Peralta.
>> Since that is the only item you pointed out as missing, I was
>> expecting the review to be approved shortly after you received that
>> confirmation. I am trying to make the 28 Oct deadline for the HBoard.
>> Please advise me of status of PZR Thank you Stefanie Beninato
>>

>>
>> A. writes:
>>
>>> Good morning,
>>>
>>> The PZR for 614 Paseo de Peralta is currently incomplete, please
>>> submit legal lot of record for the property so we may move forward with our review.
>>> https://sant/
>>> afenm.gov%2Fland-use%2Flegal-lot-of-record&data=05%7C02%7Creclouser%4
>>> 0
>>> santafenm.gov%7C34c15c891c784dc8bdc308dcf52dfb6a%7C77b69f5a55ed436386
>>> 1
>>> 64867b0bc707f%7C0%7C0%7C638654825426728306%7CUnknown%7CTWFpbGZsb3d8ey
>>> J
>>> WIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C600
>>> 0
>>> 0%7C%7C%7C&sdata=dermLbR4exoKYs4BNzN4W09%2BMFa%2FvrZrOHvdYPPJ%2F58%3D
>>> &
>>> reserved=0
>>>
>>> Thank you,
>>> Carly
>>>
>>> Carly Venditti
>>> Senior Planner
>>> City of Santa Fe
>>> cavenditti@santafenm.gov
>>> Cell: 505.795.0675
>>> Office: 505.955.6656
>>>
>>>
>>> [cid:17ece933-1a05-43f1-9654-eb3fc77f0440]
>>>
>>> The City of Santa Fe is initiating a review of the Land Development
>>> Code, and invites you to participate!
>>>
>>> Please visit
>>> http://www/.
>>> s%2F&data=05%7C02%7Chllamboy%40santafenm.gov%7Ca5c2b9bfcbf24b758eec08
>>> dcf76b1bcc%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C6386572872632
>>> 86508%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJ
>>> BTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=jhy2ioRmUsp5%2BQqN
>>> vBZLbLDgPVJm7UK9bCJtjwxufsk%3D&reserved=0
>>> antafeldcupdate.org%2F&data=05%7C02%7Creclouser%40santafenm.gov%7C34c
>>> 1
>>> 5c891c784dc8bdc308dcf52dfb6a%7C77b69f5a55ed436386164867b0bc707f%7C0%7
>>> C
>>> 0%7C638654825426743191%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLC
>>> J
>>> QIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=Tb
>>> G
>>> O6AKFHSqIbAt55Ov5CQRoLHsH0iIzDtjkSdn7zXk%3D&reserved=0<https://gcc02.

>>> safelinks.protection.outlook.com/?url=https%3A%2F%2Fgcc02.s%2F&data=0
>>> 5%7C02%7Chllamboy%40santafenm.gov%7Ca5c2b9bfcbf24b758eec08dcf76b1bcc%
>>> 7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C638657287263304651%7CUnk
>>> nown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haW
>>> wiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=7pfnAj0cZPawwugsCH1mUmWSELtmU
>>> x3MoYBxAYQ19gc%3D&reserved=0
>>> afelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.santafeldcupdat
>>> e
>>> .org%2F&data=05%7C02%7Creclouser%40santafenm.gov%7C34c15c891c784dc8bd
>>> c
>>> 308dcf52dfb6a%7C77b69f5a55ed436386164867b0bc707f%7C0%7C0%7C6386548254
>>> 2
>>> 6753194%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiL
>>> C
>>> JBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C60000%7C%7C%7C&sdata=p2T6XjYU0HokSyQYZ
>>> 1 OSGTZOY8yxAQK7dG%2F0%2BZwJuT8%3D&reserved=0>
>>> to learn more and join the mailing list.
>>>
>>> _____
>>> From: Stefanie Beninato <info@nmmediate.com> on behalf of
>>> info@havephd- willtravel.com <info@havephd-willtravel.com>
>>> Sent: Saturday, October 19, 2024 4:41 PM
>>> To: Land Use Zoning Counter <zoningcounter@santafenm.gov>
>>> Subject: 614 Paseo de Peralta preliminary zoning review work sheet
>>>
>>>
>>> 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.
>>>
>>>
>>> Attached please find preliminary zoning review work sheet for 614 Paseo de Peralta.
>>>
>>> The owner built the fence based on bad advice of a contractor and is now seeking a permit.
>>>
>>> Photo attached shows already existing fence that is part of the subject of the permit.
>>>
>>> If you need anything else to complete the application, please let me know.
>>>
>>> I would like to help the owner move forward-she has been working on
>>> resolving the issue for over a year now.
>>>
>>> Thank you.
>>>
>>> Stefanie Beninato
>>>
>>> Agent for Miriam Leth-Espensen
>>>
>>> 505 988 8022
> Stefanie Beninato
> PO Box 1601
> Santa Fe, NM 87504

> 505 988 8022
>

EXHIBIT D-3

1 October 2024

Historic Design Review Board

Proposal Letter

Coyote Fencing at 614 Paseo de Peralta

The owner mistakenly put up a 5ft 8 in coyote fence based on the advice of the contractor (FabianNava) who installed the fence.

It is made of wood coyote fencing approximately 2 inches in diameter. The frame is 2 3/8 steel vertical bars placed every 4 feet and 1 inch steel pipes for the cross bracing at top and bottom of fence. Bracing is on the inside of the fence as it faces the street. The vertical bars are placed in 2 ¾ inch steel pipes in the ground. On the W side, there is 15 ft of coyote fencing starting at the corner of Paseo de Peralta that is connected by a 5 ft extension to the residence. The elevation drops sharply at this point on the W side. The fence extends the 35 ft length of the property facing Paseo de Peralta with a white-painted, three-foot wide, solid wood gate with a curved top placed approximately midway down that line. The fence then angles behind a utility pole and extends another 60 feet with the elevation dropping at approximately 20 ft from the street. There is a second gate at the lower elevation just where the elevation change occurs on the E side. The fence runs approximately 36 ft past the gate on the E side and attaches to the pre-existing coyote fencing on the lower part of the property. The fence is partially hidden on the E side by the existing picket fence on the neighboring property. Other than the top, it is not visible approximately 20 feet from the street on the E side because of the elevation change.

614 Paseo de Peralta
Miriam Leth-Espensen, owner

REQUEST FOR AN EXCEPTION TO FENCE HEIGHT
Historic Districts and Historic Landmarks
Height, Pitch, Scale, Massing, and Floor Step backs Exception Criteria

(i) Do not damage the character of the streetscape

Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. There are 8 and 10 ft retaining walls less than half block away at the intersection of Paseo and Otero (NW and NE corners) and several coyote fences across the street.

(ii) Prevent a hardship to the applicant or an injury to the public welfare

Response: The owner is and has been a full time resident at the address since 1988 and in order to continue to reside there safely needs to raise the fence to its current built height. There have been several 911 calls and a break in at the residence which is located in close proximity to two parks—the Cross of the Martyrs and the Tommy Macione park.
The owner had replaced a blue wood fence with a lower chain link fence that supported the older wire fencing in 2003. However with the increase in trespass and robbery at her residence, the owner felt her only recourse was to replace the damaged wire fencing with a fence made of stronger material that will deter unwanted entries.
The coyote fencing will be also be easier to maintain given the heavy barrage of salt that it gets in the winter due to the location of the residence at a curve and its extreme proximity to Paseo

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts

Response: The streetscape has a variety of fencing types from stone and solid masonry walls to wood fencing including coyote and picket fencing. The increased height will allow the continued use of the structure as a residence since it will increase the owner's personal safety and decrease maintenance costs.

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape

Response: Other structures have more setback from the street. This lot lost most of its setback when Paseo de Peralta was created in the 1960s. Additionally this

614 Paseo de Peralta Murami letter - Espensen
Request for Exception

structure is the only one that still serves as a live work space which has been the historic use of these homes since the 1960s.

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant

Response: The owner is not responsible for the rise in property crime and drug use. Her property is located near two parks which at times serve as magnets for these types of behavior

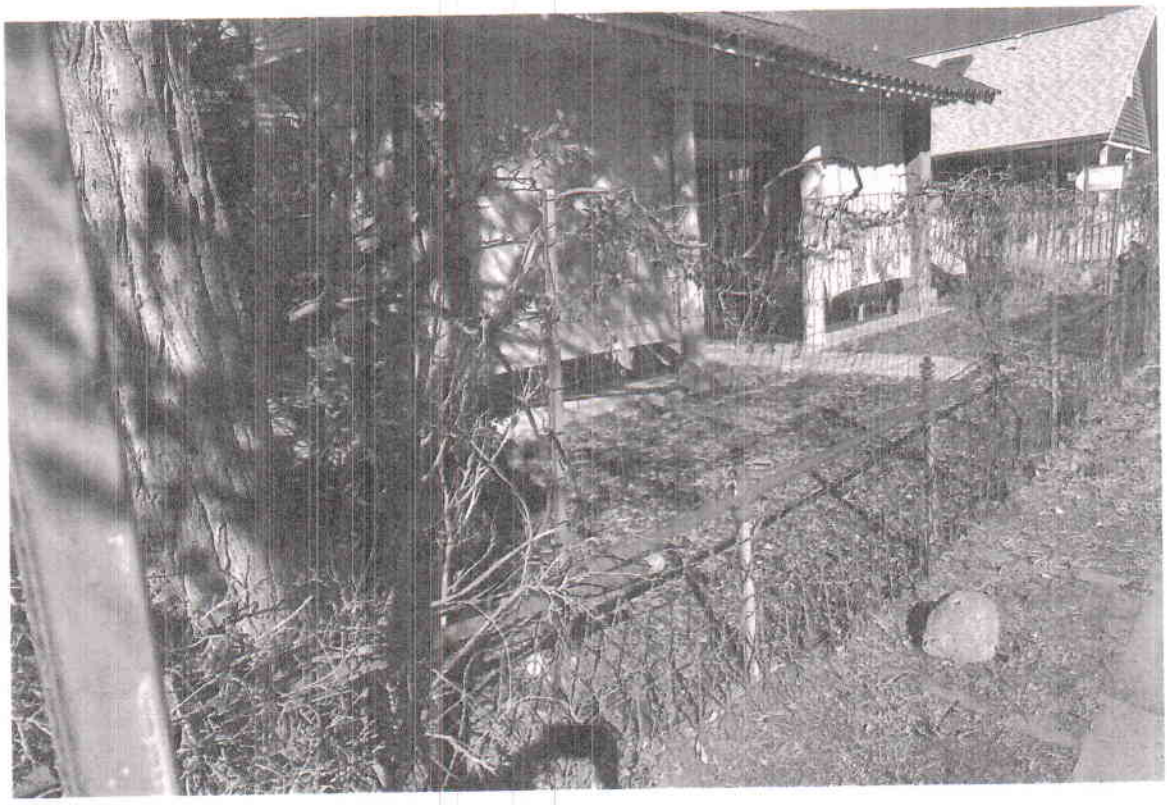
(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1)

Response: The owner understood from the contractor that if she kept the fence below six feet, she would not need a permit. She deliberately kept the fence to 5ft 8 inches for its entire length whether on the street or on a side line. It is the minimum she feels will deter entry onto her property from Paseo. The type of material being used is compatible with the existing streetscape. There are fences and walls in close proximity that are or will be higher

614 Paseo de Peralta
Miriam Beth Espensen

Original fence in 1988 when I moved here

614 Acequia Madre
Miriam Leth-Espensen

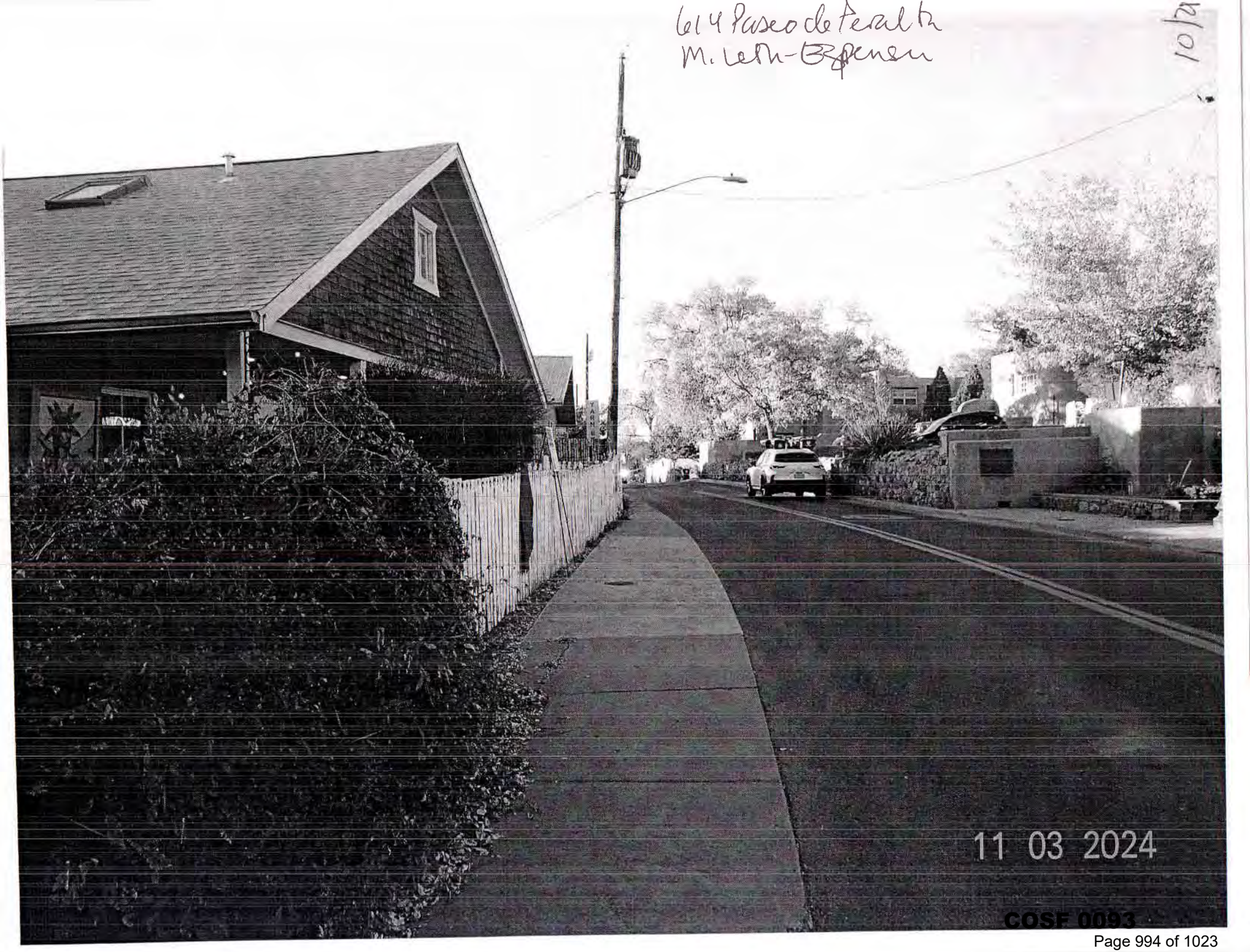


Original wire fence supported by newer wire fence behind

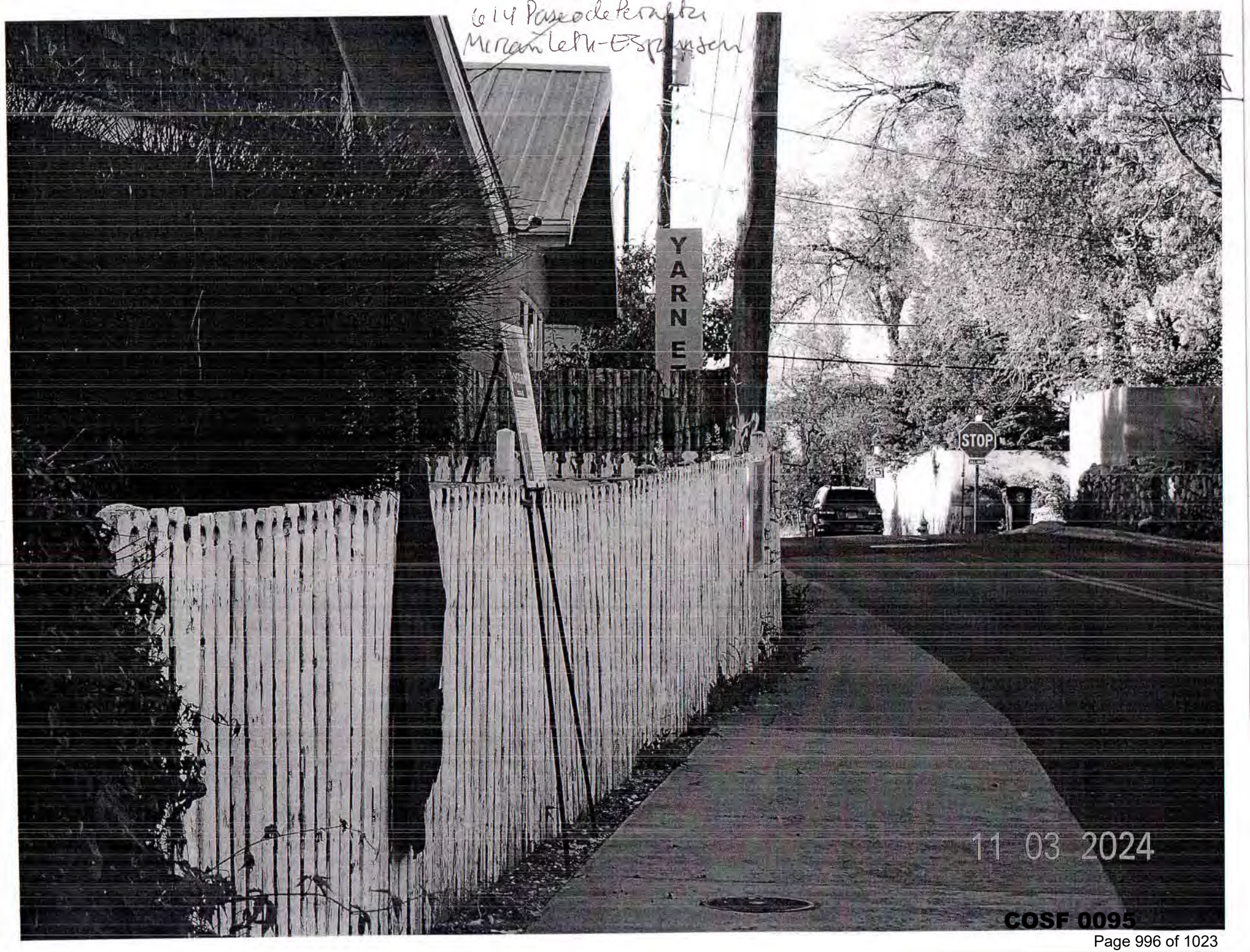
614 Paseo de Peralta
~~Exhibit IV~~

My new fence Miriam Leth
Espensen

5' 8"


614 Paseo de Peralta
M. Lehn-Bjensen
11 03 2024

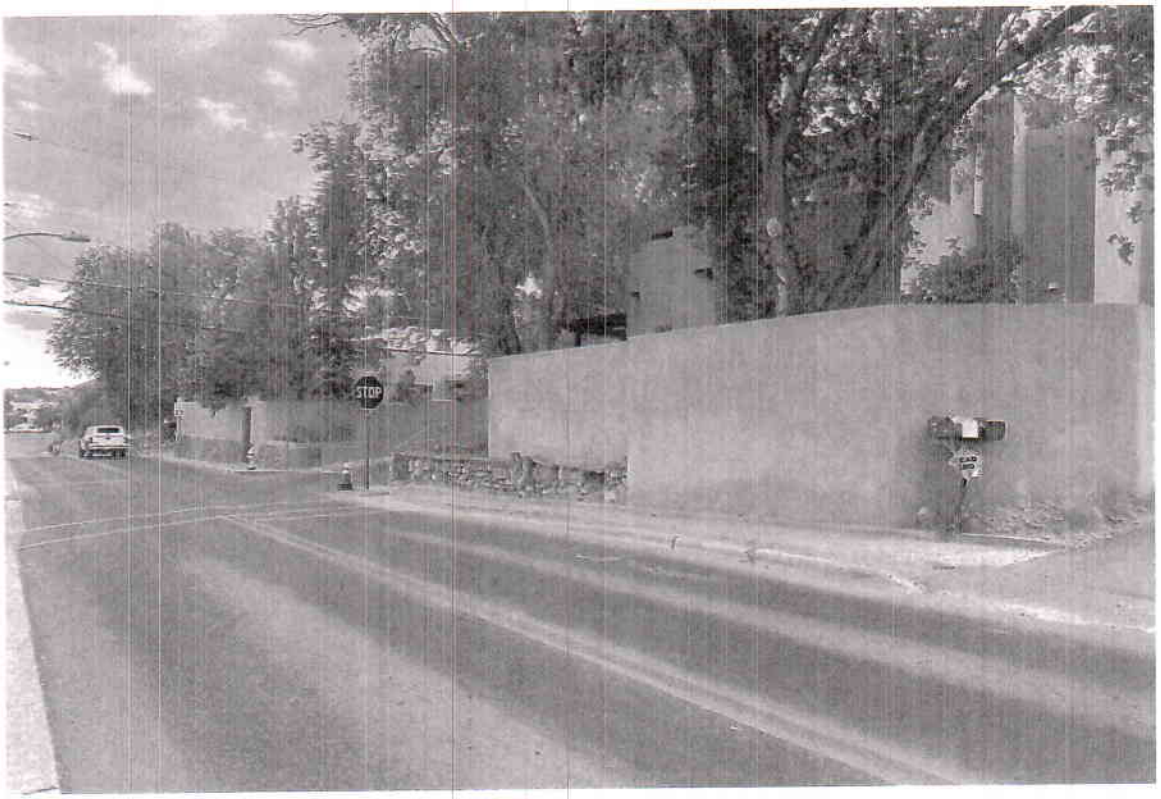
11 03 2024


614 Paseo de Peralta
Miriam Leth-Espinosa
YARN E
STOP
11 03 2024

614 Paseo de Peralta
M. Loh-Bjensen
13/21
11 03 2024

614 Paseo de Peralta
M. Leth Espensen
14/21
11 03 2024

614 Paseo de Peralta
Miriam Leth-Espensen



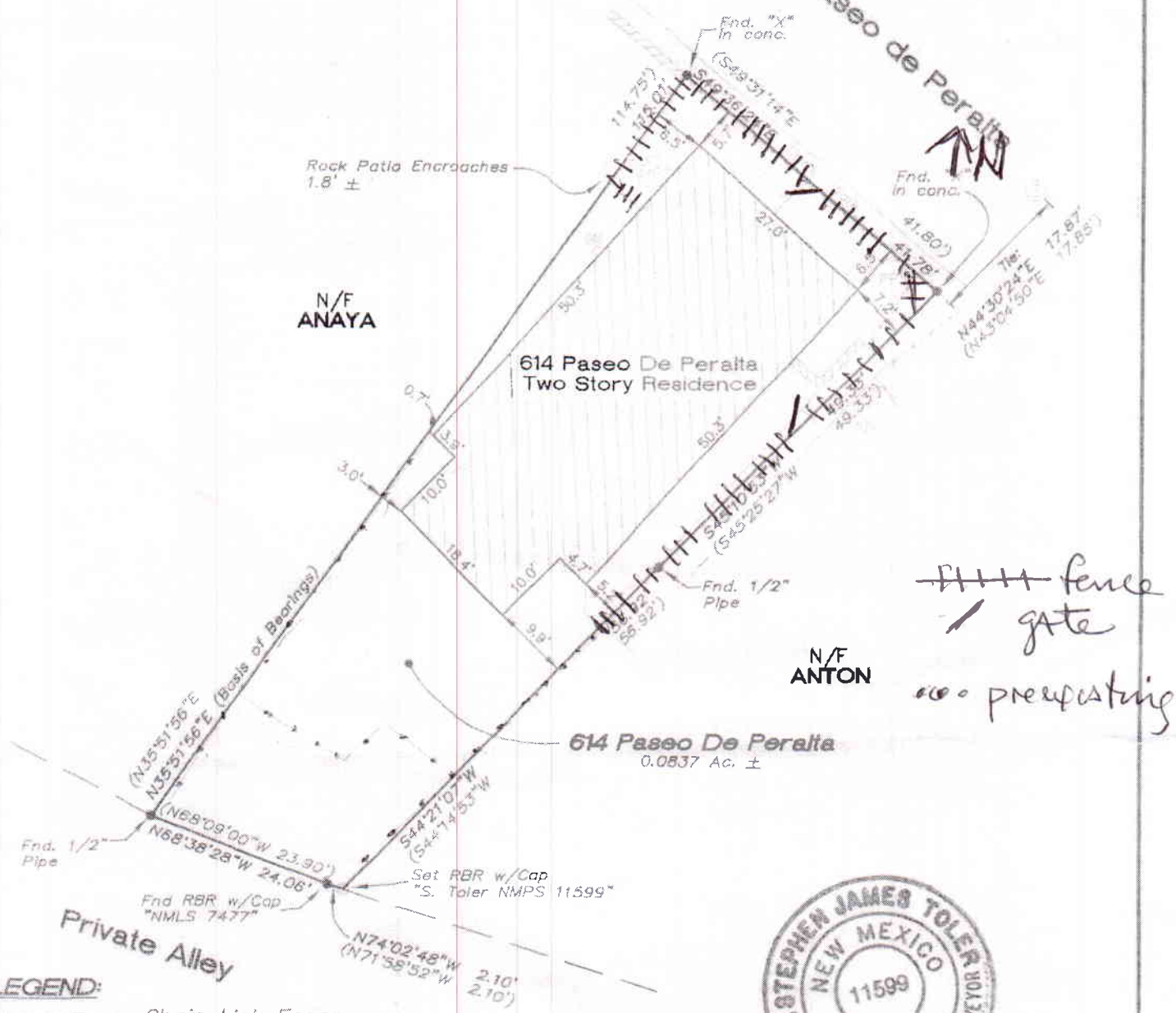
concrete wall / corner of Peralta and Otero 10'

614 Paseo de Peralta
Existing + Proposed Site Plan (Already built)

Boundary Survey Plat for

Santa Fe School of Weaving
Miriam's Well
Fine Arts Gallery

614 Paseo De Peralta
City and County of Santa Fe, New Mexico
July, 2003



STEPHEN JAMES TOLER
NEW MEXICO
11599
REGISTERED PROFESSIONAL SURVEYOR

LEGEND:

- = Chain Link Fence
- = Coyote Fence (EXISTING 2003)
- = Stucco Wall
- = Sanitary Sewer Manhole
- = Power Pole
- = Gas Meter
- = Found Monument as Noted
- = Set Monument as Noted

NOTES:

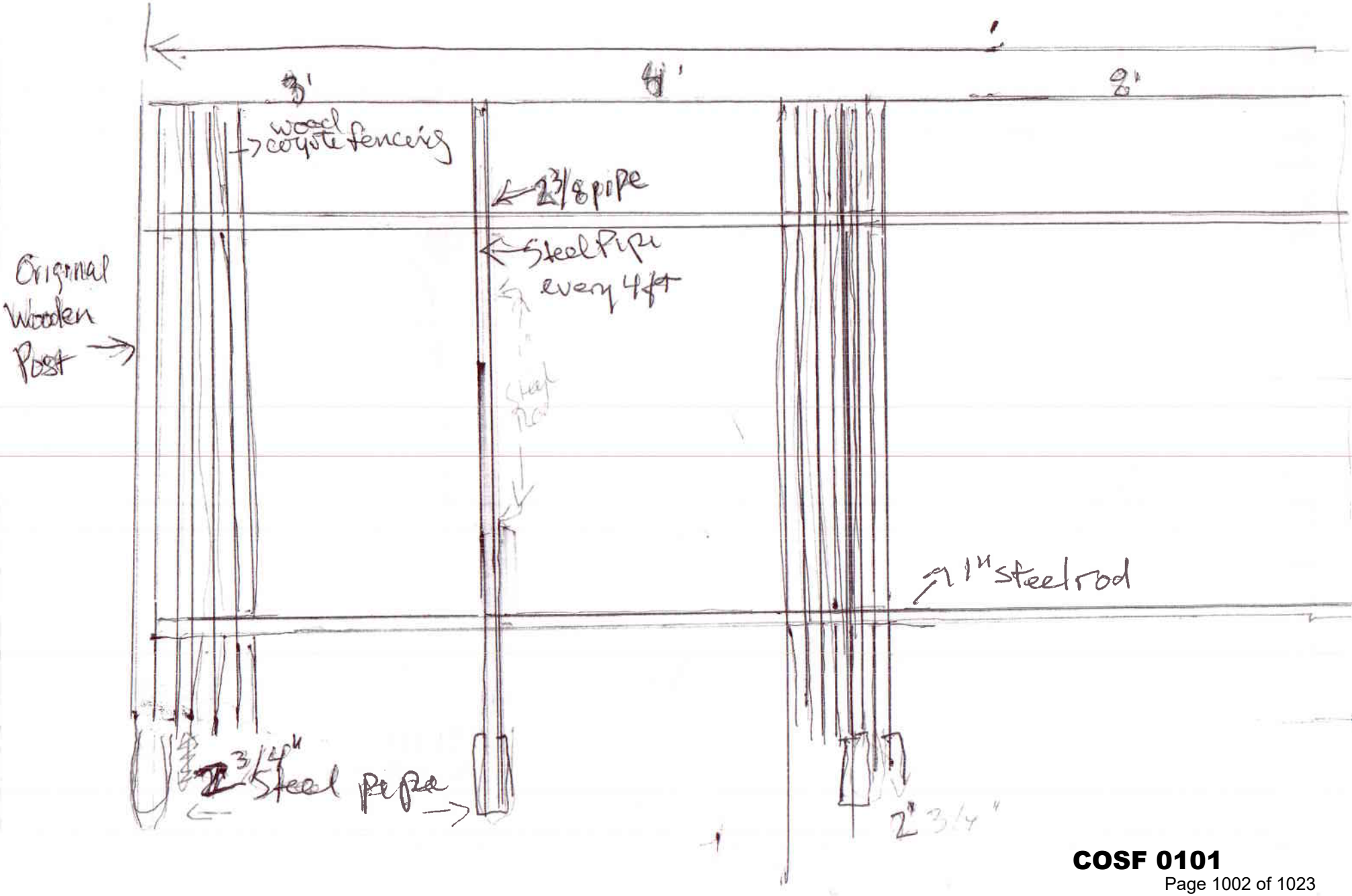
1.) Bearings shown hereon are referred to the westerly boundary of the subject property per the Plat of Survey of said property filed 2/26/87 in Book 171, Page 032 as Document No. 615,823.

Location Map of Fencing Storm

Typical Fence Elevation (Inside View)

614 Paseo de Peralta

Miriam Leth-Espensen



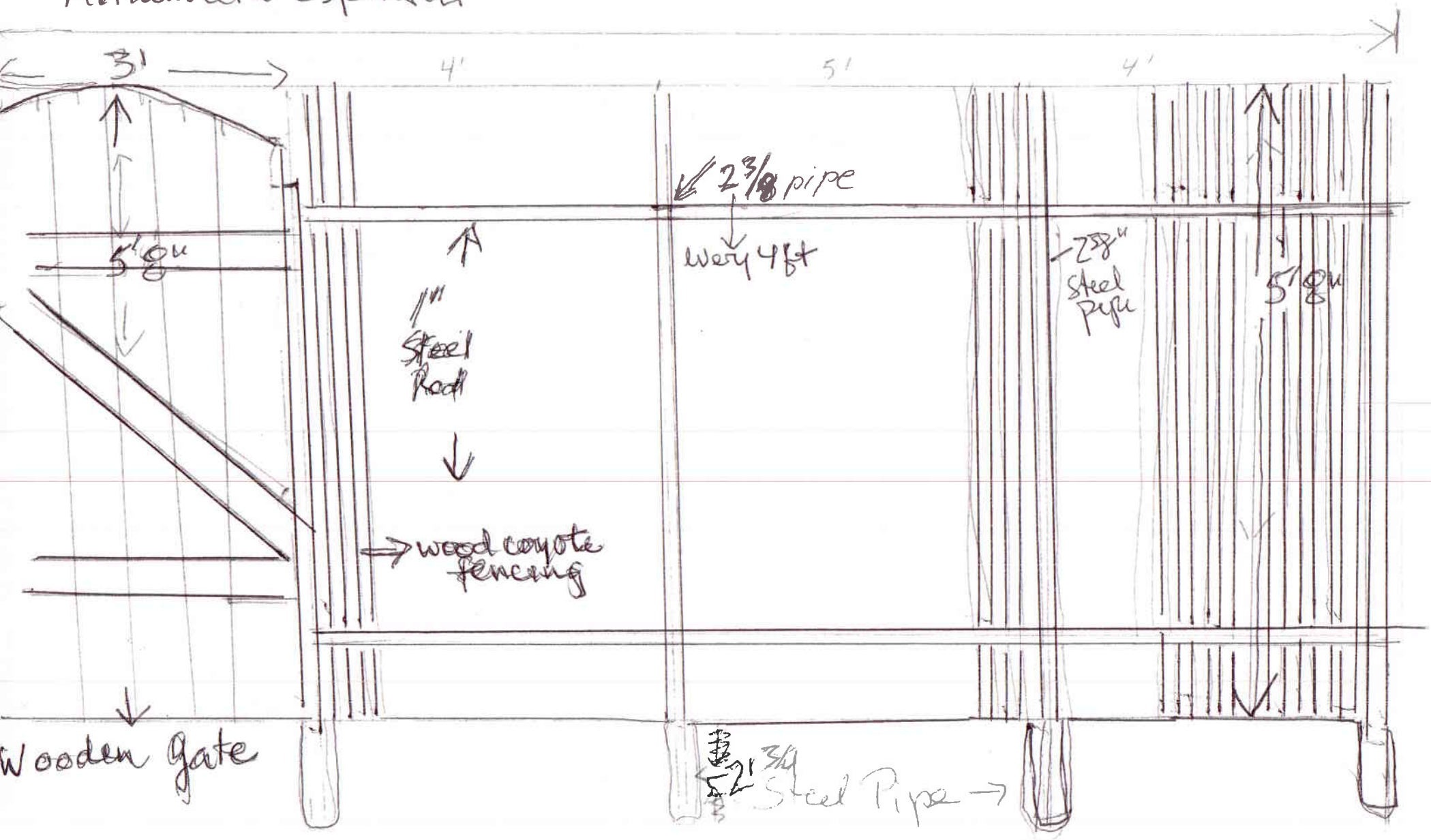
614
Paseo de Peralta

HDRB

19/21

Typical Fence Elevation w/ Gate (Inside View)

Merriam Leth-Espensen



letter from owner to planning staff

From: **Miriam Leth-Espensen** miriamsf@mac.com
Subject: The fence
Date: August 18, 2023 at 9:25 AM
To: Lani J. Mcculley ljmcculley@santafenm.gov
Cc: Miriam Leth-Espensen miriamsf@me.com

Good morning!
I couldn't fall asleep last night, till I remembered why I thought, I did not need a permit for the Peralta fence.
When I came in 1988, there was a wooden fence on my Peralta property, it was natural wood. After a couple of years the fence started to deteriorate, in part because when it snows and the city truck sprays salt on the street, it sprays the nasty salt mixture onto my fence. So, for a couple of years in the spring I would clean it off, and then I began painting it white to make it look nice. I finally had enough and thought that if I replaced it with a coyote fence, which I wouldn't have to paint.

I did go to the permit office to make sure that was ok, and I was told that as long as the new fence did not exceed the old one in hight, I did not need a permit. As it turned out I could not afford the coyote fence at the time with two kids still in college, so I opted for the cheap wire fence.
I don't remember exactly how many inches the wooden fence measured, but it was tall enough, so I didn't need curtains for privacy and similar in hight to the new fence.

The rules may have changed since that time, and I should have checked back. I apologize.
I hope everything will turn out okay, because in addition to aesthetics, I also have security concerns. In the second picture I sent you see a large police presence. There are regular 911 calls from this area. I myself had to call three times during COVID, and before that several times, including when I was robbed at by home.

Thank you for your help and consideration.

Miriam

614 Paseo de Peralta
Miriam Leth-Espensen owner
HDRB Application Supplement
TIME LINE ACCORDING TO OWNER's DOCUMENTATION

Ms Leth-Espensen (Miriam) hired Fabian Nava in August 2023 to build the fence. Nava, holding myself out as a licensed contractor, assured Miriam that she would not need a permit if the fence was under 6 ft tall. She chose to make it 5 ft 8 inches.

The first LUD meeting was with Eric Sommer who accompanied Miriam to the meeting, Lani McCullen, Ramon Sarason and one other member from zoning on 9/14/2024. Mr Mann, Miriam's neighbor, filed a complaint about the fence. This meeting was in response to the complaint. At that meeting Miriam was told by Lani that coyote fences visible from the street were not allowed in the Historic district and the only fencing in that area that would be allowed was a 4'6" white picket fence.

Anthony Maestas inspected the fence and told Miriam not to change the current fence without a permit because it would cause a lot of trouble. Miriam received 2 red tags by mail dated 2/23/24 and 4/17/24 from Mr. Maestas following his inspection. NO redtag was ever posted on the property and Miriam did not remove any redtag.

After the first redtag by mail, Miriam met with Paul Duran who helped her with the application form (Email 3/1/2024). The email from Mr. Duran indicates that a 48" coyote fence was ok without a permit and at that time he also told Miriam what documents to prepare for the application.
Mariam prepared the documents but was told by Mr. Duran not to bring them in until a planner was assigned and that a planner would be assigned shortly. 3/8/2024 email.

Miriam and her son Rob Kohn met with Gary Moquino on 5/15/2024 following her court appearance in municipal court when she pleaded not guilty to the criminal charge the city lodged against her for construction of the fence. Again Gary Moquino assured them a planner would be assigned shortly. Gary Moquino told them he could administratively approve a 6 ft high white picket fence.

Miriam hired Stefanie Beninato as her agent on approximately 9.26.2024 when there was no movement by the city to assign a planner and resolve this issue.

Beninato requested a planner for the case and followed up with the LUD (9/30/2024 email) on the matter and was assigned HDRB staff, Lani McCulley in the beginning of October 2024.

Beninato submitted the PZR on 10/21/2024 and was told on 10/23/2024 that the case would have to first go to the BOA and that dual approval was needed.

After speaking with Beninato on 11/1/2024, the LUD agreed to have the HDRB decide the case first and then send it to the BOA. The HDRB application was submitted on 11/11/2024

21/21

EXHIBIT D-4

WALL AND FENCE GUIDELINES
SANTA FE HISTORIC DISTRICTS

[ADOPTED 24 AUGUST 1999]

Purpose and intent: These guidelines are offered to promote continuity and harmony of design elements that comprise streetscape in the Santa Fe Historic Districts, including, but not limited to walls, fences, open space and landscaping and their connectivity to the primary structures(s) on the property and the physical character of the street or public façade of the property. These guidelines are consistent with the purpose and intent, and standards in the Historic Districts Ordinance [Section 14-70 SFCC 1987].

SCALE:

Walls should not extend for more than 50 feet in a single, horizontal plane without a plane change of at least one foot.

Wall heights should modulate a minimum of 8 inches, or one block course, at least every 25'.

Walls should include openings such as gates, windows and nichos at appropriate intervals.

Walls and fences in excess of 4 feet in height and having street frontage or visibility shall be brought to the HDRB for review and approval prior to submission for building permit review. Where there is a conflict between this guideline and the allowable height as calculated under Section 14-70.20 SFCC 1987, the latter shall prevail. [This supersedes the HDRB's 8/13/96 policy requiring the same for walls or fences in excess of 3 feet in height. It encourages the construction of lower privacy walls that still allow the structure on the site to make a contribution to the streetscape, and provide for a view shed into the property. This is recommended in response to the proliferation of inappropriately high yard walls that have been and are being constructed throughout the city's historic districts, causing an impact on the historic and visual character of the historic districts.]

Wall heights should be carefully regulated by the HDRB standards as calculable for the particular streetscapes [Section 14-70.20 SFCC 1987]; and should be restricted so as not to increase the allowable height for the streetscape by more than 20%.

Solid fences should be stepped back and modulated the same as walls.

Fences with fenestration, such as coyote fences, may continue in an unrestricted horizontal distance at the same height and in the same horizontal plane.

SETBACK:

Unfenestrated walls and fences (e.g. cedar stake, ponderosa slat) should setback from the front property line an average of 1 foot for every 10 feet of horizontal length of the wall. This could be accomplished in a single plane or with step backs as outlined above.

Open fences (e.g. wire and post, picket) or fenestrated fences (e.g. coyote) may be constructed without setback at the front property line, unless otherwise regulated by the underlying zoning.

Walls with openings comprising 20% of the surface area of a single plane may be constructed at the property line, unless restricted by the underlying zoning.

Side or rear walls or fences may be constructed at the property line as per that allowed by the underlying zoning.

Walls or fences within existing compounds should be restricted to privacy barriers to enclose courtyards, parking and private areas; and should be connected to and not extend more than 25 feet from the main structure. However, walls or fences should not be connected to significant structures. Desired connections may be made to significant structures by way of other means [e.g. Landscaping]. These treatments will help maintain traditional compound common elements, such as open space and the ability to communicate with neighbors, and therefore assist in the preservation of the character of existing compounds.

MATERIAL, TEXTURE AND COLOR:

Walls should be predominantly of the same material, texture and color as the main structure(s) to be located on the property, or may be of material indigenous or traditional for the area such as river rock, limestone, flagstone or slate.

Fences should be of the material, texture and color of fences typical of the existing streetscape or design vernacular if applicable to a particular H-District or streetscape.

GATES:

Vehicular gates should be permitted only at entrances to private driveways or compounds and set back in accordance with the underlying zoning.

Vehicular gating of subdivisions or other large-scale developments is strongly discouraged, and may be prohibited [See City of Santa Fe 1999 General Plan].

Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates.

LANDSCAPING (Suggested Options)

Walls and fences in excess of 50' in length should install landscaping along the exterior façade within the suggested setback or step back.

Landscaping on top of or over a wall is encouraged to provide for additional screening if desired from the interior of the property.

Terracing of walls is encouraged and should be landscaped.

The use of native, drought resistant plant material is encouraged in all wall, fence or terrace landscaping.

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

EXHIBIT E

PROJECT DESC: 2024-009478-HDRB, 614 Paseo de Peralta, Downtown & Eastside Historic District, Contributing, Stefanie Beninato, agent for Miriam Leth Espensen, owner, proposes to construct a 5'-8" high coyote fence with pedestrian gates where the maximum allowable height is 4'-6". Exceptions are requested to 14-5.2(D)(9) to exceed the maximum allowable height.

CASE NUMBER: 2024-009478--HDRB

PROJECT TYPE: Remodel

LOCATION: 614 PASEO DE PERALTA
Santa Fe, NM 87501

CONTACTS:			
	Applicant	Leth-Espensen Trust	614 paseo de peralta SANTA FE, NM 87501-1957
	Property Owner/Builder	Leth-Espensen Trust	614 paseo de peralta SANTA FE, NM 87501-1957

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on Dec 10, 2024. The decision of the Board was to deny the application without prejudice finding the exception criteria have not been met for the application as submitted, citing the fencing material, the height, as well as the impact on the streetscape as the three primary concerns. A new application with a different design must be submitted within 90 days from the hearing date. The existing fence must be removed within 90 days.

For further information please call 505-955-6605.

Sincerely,

Lani McCulley

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

CODE CASE DETAILED REPORT Requests-001740-2023
FOR CITY OF SANTA FE

Case Type:	Constituent Requests	**Project:**		**Opened Date:**	08/17/2023
Status:	In Progress	**District:**	Council District 1	**Closed Date:**	NOT CLOSED
Assigned To:	Isabella Sharpe	**Description:**	CRM 18271: 614 Paseo de Peralta continues to build a fence (access behind Castillo Place) without a permit, survey or consideration of the Historic Board. The fence will also restrict & or stop our legal access to Paseo de Peralta. The workers will not acknowledge our concerns & say only doing what the owner wants. We already registered a complaint yesterday.		

Parcel:		**Address:**		**Zone:**	
10068096	Main	614 Paseo De Peralta Santa Fe, NM 87501	Main	BCDEAS (ZN: BCDEAS)	

Note	**Created By**	**Date and Time Created**
1. i have issued the owner a violation notice for the fence, also i have given her the contact information for the Historic District.	Kevin Smith	8/18/2023 6:58 am

EXHIBIT F

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: BLD-002116-2024

Violation Notice

Case Type: Building

Date Case Established: 01/11/2024

Compliance Deadline: 02/22/2024

Owner: Leth-Espensen Trust

Mailing Address

Leth-Espensen Trust
614 paseo de peralta
SANTA FE, NM 87501-1957

Notice of Violation for the following location:

Address	Parcel
614 PASEO DE PERALTA Santa Fe, NM 87501	**10068096**

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	$ 0.63
Certified Fee	4.35
Return Receipt Fee (Endorsement Required)	3.45
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 8.43

SANTA FE NM 87501 JAN 12 2024 Postmark Here

Sent To: Leth - Espensen Trust
Street, Apt. No.; or PO Box No.: 614 Paseo de Peralta
City, State, ZIP+4: Santa Fe, NM 87501-1957

PS Form 3800, January 2001 See Reverse for Instructions

7002 0510 0003 6710 6901

HIS SECTION ON DELIVERY

☐ Agent
☐ Addressee

(Printed Name) C. Date of Delivery

Received
JAN 16 2023

ddress different from 1? ☐ Yes
r delivery address below: ☐ No

Stephen Bartels
NM Taxation & Revenue

Mail ☐ Express Mail
d ☐ Return Receipt for Merchandise
Mail ☐ C.O.D.

elivery? (Extra Fee) ☐ Yes

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-0835

Case Number: **BLD-002116-2024**
Case Type: **Building**
Date Case Established: **01/11/2024**
Compliance Deadline: **02/22/2024**

Santa Fe, NM 87501

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 02/22/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

City Copy

Kevin Smith

City of Santa Fe
Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

Case Number: BLD-002515-2024

Violation Notice

Case Type: Building

Date Case Established: 04/11/2024

Compliance Deadline: 05/23/2024

Owner: Leth-Espensen Trust

Mailing Address

Leth-Espensen Trust
614 paseo de peralta
SANTA FE, NM 87501-1957

FILED
04/15/2024
SANTA FE
MUNICIPAL COURT
PO BOX 909
SANTA FE, NM 87504

Notice of Violation for the following location:

Address	Parcel
614 PASEO DE PERALTA Santa Fe, NM 87501	10068096

Violation: Building without a Permit - Building - 14.5.2.8 Building without a Building permit.
Permits required. Subject to CILA Sections 60-13-3 and Section 60-13-45 NMSA 1978, and the provisions of the division rules, no building or structure shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished, no electrical wiring, plumbing or mechanical work and LP gas work as defined and described in the applicable New Mexico construction codes for those trades, may be installed, repaired or maintained in or on such building or structure, unless the applicable permit has first been obtained from the division, unless otherwise provided by statutes or rule. All re-roofs and applications of roof coatings require a building permit and inspections.

Corrective Action: Obtain Building Permit

Compliance Date: 05/23/2024

NOTICE OF VIOLATION

Should compliance not be adhered to, you will be subject to the penalties of Section 1-3.1. "Any violation of the Santa Fe City Code of 1987, not specifically provided for in any ordinance, resolution, rule, regulation or order to the contrary, is punishable by a fine of not more than five hundred dollars ($500.00) or by imprisonment in the county jail for a term of not more than ninety (90) days, or by both such fine and imprisonment. Every day that any such violation continues constitutes a separate offense, except where otherwise provided."

Sincerely,

Anthony Maestas

City Copy
4/11/24

State of New Mexico City of Santa Fe **LAND USE CITATION**	The undersigned officer complains and says that	0951 Non-traffic citation

Defendant's Name: Miriam Lethespensen

Address: 614 Paseo De Peralta

City & State: Santa Fe New Mexico

Phone #: | Date of Birth: 10/19/1944

Social Security #: (If possible) | Place of Employment

Driver License #: 039095459 | State: N.M.

on Friday date 4/12/24 at 8:00 Am hrs.,

at (location) 614 Paseo De Peralta

did there and then commit the offense of:

(Common Name) Construction Permit ,

in violation of: ~~X~~ City Ordinance 14-3.11

Essential Facts Case # BLD-002515-2024

Unapproved construction at place of residence (fence)

No approval from Historic Preservation and no construction permit

Officer's Signature	Officer Printed Name	Phone #
[signature]	Anthony Maestas	505-955-6571

I acknowledge receipt of this notice and without admitting guilt agree to appear in: ☐ Municipal Court, 2511 Camino Entrada, Santa Fe, N M

on _____ date _____ at _____ am pm

Signature: Certified mail

EXHIBIT G

CITY OF SANTA FE HISTORIC PRESERVATION DIVISION
HISTORIC DISTRICTS APPLICATION

Applicant Information (to be completed by the Applicant)

Date: 3/1/2024 Location of Project: 614 Paseo de Peralta

Applicant

Name: Miriam Leth-Espensen

Phone: 505-918-8810 Email: miriam@fame.com

Property Owner

Name: Miriam Leth-Espensen

Phone: 505-918-8810 Email: miriam@fame.com

Proposed Work:

construction of a new fence

At a minimum these materials will be required in addition to this application form:

- Proposal letter stating the details of the scope of work.
- Site plan or map of the project area with the location of the work noted on the map.
- Photos of the current condition of the areas of work.
- Scaled floor plan and elevations if appropriate to your project.

Provide all information digitally to mgsargent@santafenm.gov . See the HPD webpage for detailed instruction. https://www.santafenm.gov/land-use/historic-preservation/hpd-procedures

Examples of Maintenance and Repair Requests:

Re-roof	*Solar	Concrete	Stucco and Paint
Skylights	Brick Coping	Hardscaping	*Windows and Doors
Canales	*Fences, Walls, and Gates	Exterior Lights	Mechanical Equipment

*May require HDRB approval.

Examples of HDRB Requests:
Demolition, Status Review, Removal of Historic Material, Additional Square Footage**, Remodel**, Window and Door Replacement**
**District dependent

Project Details Section (to be completed by Applicant)

Projects may require HDRB approval. Please submit this application form in addition to the list of materials and requirements for HDRB approval, whic can be found at https://www.santafenm.gov/land-use/historic-preservation/hdrb-hearings-and-cases .

New Construction	Remodel
☒	☐
Sq. Ft. of project: _____	Sq. Ft. of project: _____

Construction Cost: $ 2800.00

AFIDAVIT AUTHORIZING AGENT/APPLICANT

As the Owner and holder of title of the above listed property I/we authorize the Agent/Applicant to act on my/our behalf to execute this application.

Print Name Miriam Leth-Espensen

Signature M. Leth-Espensen

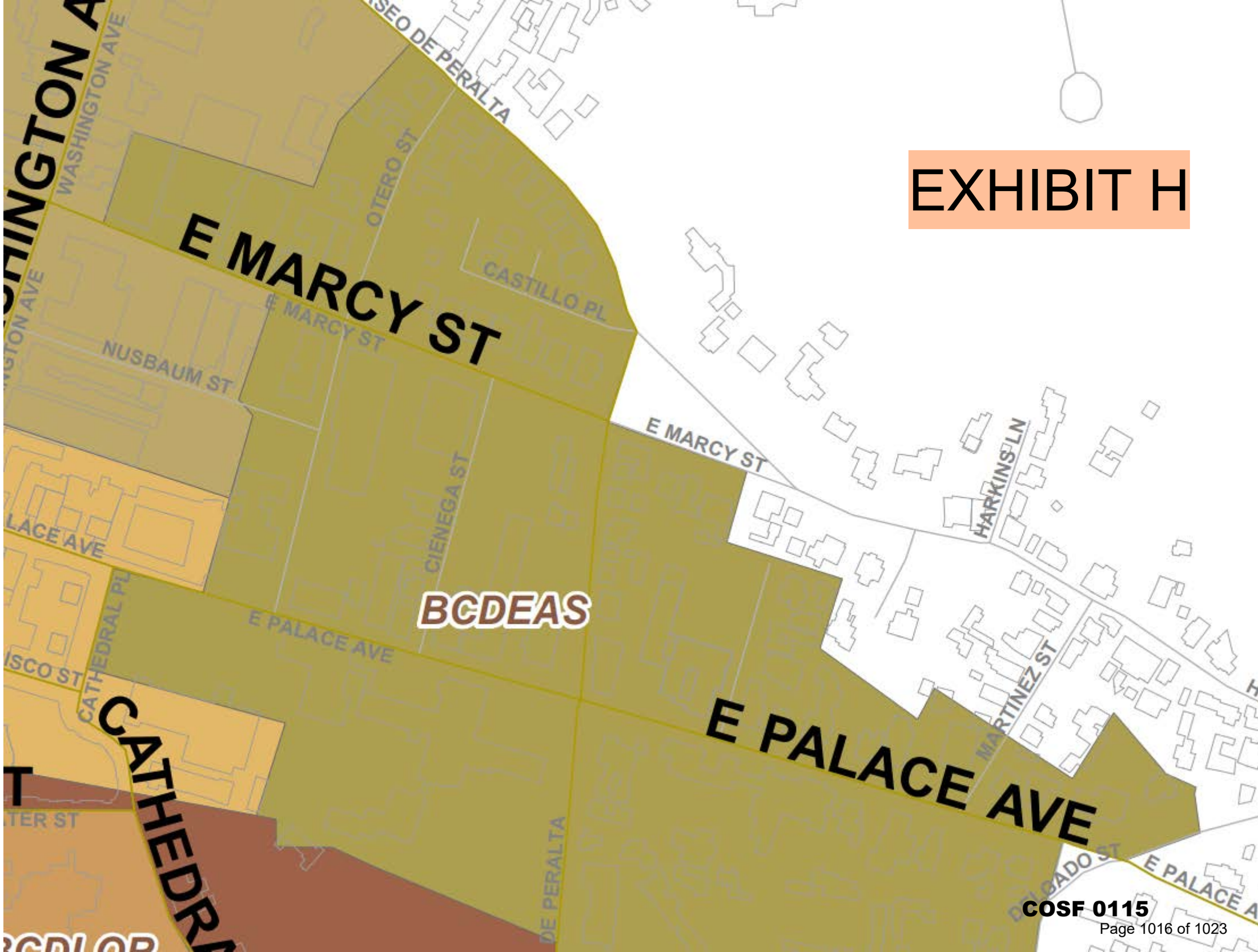


EXHIBIT H
E MARCY ST
E PALACE AVE
CATHEDRAL PL
BCDEAS
WASHINGTON AVE
OTERO ST
CASTILLO PL
NUSBAUM ST
CIENEGA ST
HARKINS LN
MARTINEZ ST
DE PERALTA

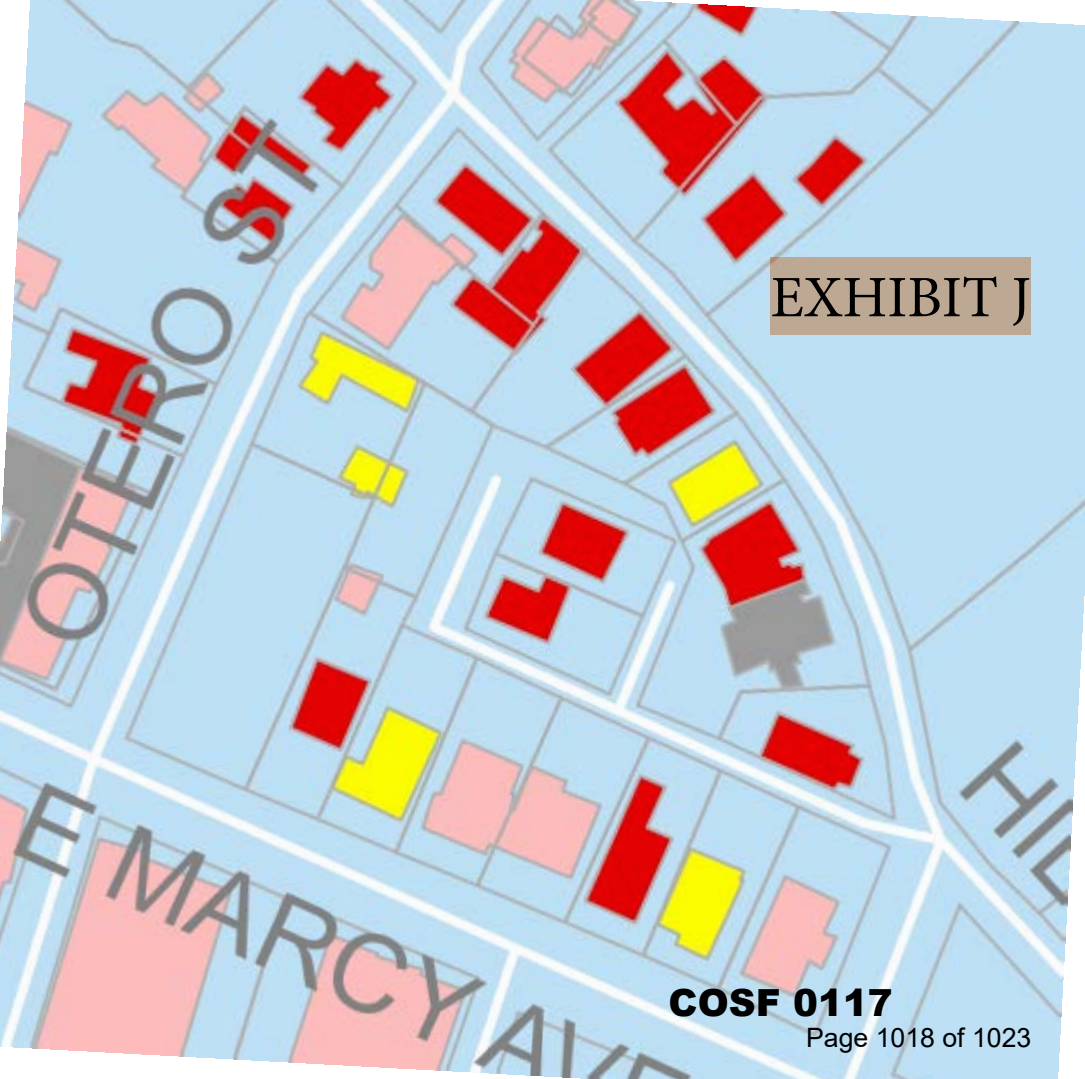
EXHIBIT I

14-7.4 - BUSINESS-CAPITOL DISTRICT

(A) Table of Dimensional Requirements for Townscape Subdistricts

14-7.4(A)-1 Table of Dimensional Requirements for Townscape Districts[Note 1]

Maximum Height of Structures (feet); Stepback Note 2	Maximum Lot Coverage Ratio	Building Placement and Setback Requirements (feet)	Minimum Open Space Requirements	Landscape Treatment in Yards	Height of Walls and Fences (feet)	Placement of Off-Street Parking	Portals
East Marcy/East Palace							
27	No requirements	Building setback requirements: Street: Note 4 Side: 5 Rear: 10	Open space of no less than 10 percent of the lot area shall be located adjacent to the front property line to serve as yard or courtyard	Landscape treatment required in yards and open space. Street trees and landscape treatment required if planting strip exists. Asphalt or concrete pavement prohibited in planting strip. Note 3.	Walls, fences, and hedges permitted to maximum of 4 feet	Parking prohibited in required front yard	Prohibited within ROW


OTERO ST
E MARCY AVE
EXHIBIT J

City of Santa Fe, New Mexico
Memorandum

DATE: July 2, 2025

TO: Alan Webber, Mayor

VIA: Andréa Salazar, JD, CFE, City Clerk

Cc: Councilor Michael Garcia, BPAC Chair

FROM: Romella Glorioso-Moss, BPAC Staff Liaison *RGM*

ITEM AND ISSUE:
Membership Recommendations for City's Bicycling and Pedestrian Advisory Committee (Romella Glorioso-Moss, Capital Projects Manager and BPAC Staff Liaison, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

Chair Michael Garcia wishes to recommend the terms of the two current BPAC Members be renewed for two more years. These are Angela Bordegaray from District 4 and Ben Pingilley from District 3. This will be the second term for Member Bordegaray and third and final term for Member Pingilley.

Attached are their resumes.

ATTACHMENTS:
Resumes (2)

[redacted]
Santa Fe, New Mexico
([redacted]
[redacted]

ANGELA SCHACKEL BORDEGARAY

OBJECTIVE

Apply my familiarity and knowledge of Santa Fe's culture and built environment to better integrate land uses and transportation patterns

SKILLS & ABILITIES

Effective at communicating technical planning concepts to lay audiences regarding urban, rural and regional planning, historic preservation, water resource planning; extensive public speaking; served on public and non-profit boards: Santa Fe Public Schools, City of Santa Fe Planning Commission, New Mexico Interstate Stream Commission Regional Water Planning Advisory Committee, Rio Grande Agriculture Land Trust

WORK HISTORY

Senior Planner and Program Manager - current

SANTA FE COUNTY

Promote and administer Transfer of Development Rights (TDR) Program; Support Community and Regional Planning, Affordable Housing, County Open Lands and Trails Public Advisory Committee (COLTPAC); and Transportation Programs

Senior Planner, Historic Preservation Division 2020-2023

CITY OF SANTA FE

Case planning: Interpret and apply city's historic preservation and design ordinances to development in the five historic districts. Presented cases and expert recommendations to the Historic Districts Review Board (HDRB); extensive public interaction; field and site research

State and Regional Water Planning Program Manager and Planner 2007-2020

STATE OF NEW MEXICO

Developed and led state water plan and sixteen regional water planning program

EDUCATION

SANTA FE PUBLIC SCHOOLS; UNIVERSITY OF NEW MEXICO; UNIVERSITY OF TEXAS AT AUSTIN

Elementary, Junior High, High School; Bachelor of Arts in Political Science BA) and International Affairs/Emphasis on Latin America; School of Architecture and Planning Master of Science in Community and Regional Planning (MSCRP)

LEADERSHIP City of Santa Fe Planning Commission (2008-2015)

REFERENCES **ROBERT GRIEGO, PLANNING MANAGER**

Santa Fe County

HEATHER LAMBOY, ASSISTANT LAND USE DIRECTOR

City of Santa FE

BEN PINGILLEY

Santa Fe, NM | [redacted] | [redacted]

A backend-focused engineer and architect who loves easy integration, fast development, and a DevOps team mentality. Coding in NodeJS for the past six years using containerized applications & CI/CD pipelines.

WORK EXPERIENCE

Senior Backend Software Engineer. The Meta. Remote. (Oct 2020 – Present)
- Designed the backend system from the ground up for the world's top game aim trainer.
- Co-leading a diverse group of developers and operation team members.

Lead Backend Software Engineer. Array. Remote. (Jan 2019 – Sept 2020)
- Architected microservice APIs designed to simplify the process of generating credit reports, enabling identity protection, verifying user identity, and much more using NodeJS & Express.

Integration Architect Consultant. Spectrum, Contract. Denver, CO (Mar 2018 – Oct 2018)
- Virtualization of production stateful APIs using NodeJS & Hapi, Go, Swagger, Docker, and Kubernetes
- Developed a self-service application for Developers and Testers to create mocked stateless REST and SOAP API requests/responses to shorten the software delivery lifecycle

Platform Engineer. ViaWest. Remote. (Sept 2015 – Dec 2017)
- Microservice API development using NodeJS & KOA, Docker, and Kubernetes
- Kubernetes design, implementation, administration, and documentation

Senior Application Engineer / DevOps Engineer. ClickFox. Denver, CO (Dec 2012 – Jul 2015)
- Automated ClickFox's software deployment using Jenkins, custom scripts, and RPMs
- Responsible for root cause analysis of major issues and standardization of deployments

PROGRAMMING LANGUAGE EXPERIENCE

Proficient: Javascript / Typescript (NodeJS), Python, Bash
Familiar with: Javascript (Angular / React), Go, SQL, Ruby, C/C++

TECH STACK EXPERIENCE

Proficient: Docker, GitLab-CI, Kubernetes, Linux variants (Red Hat, SuSE, Debian, and Ubuntu)
Familiar with: MongoDB, PostgreSQL, MSSQL, Nagios, Puppet, Salt, Jenkins, VMware

EDUCATION

Eastern Kentucky University *Bachelor of Science*, Computer Science concentration in Bioinformatics
Minors in Chemistry, Statistics, Electronics Engineering Technology

PUBLICATIONS

Maietta P, Lopez G, Carro A, **Pingilley BJ**, Leon LG, Valencia A, Tress ML. (2014)
"FireDB: a compendium of biological and pharmacologically relevant ligands." *Oxford University Press*

Extracurricular Activities

Rock climbing, mountain biking, hiking, photography, carpentry, metal working, automotive mechanics

MARIA SANDRA AGUILAR **Santa Fe, New Mexico** [redacted]

RESUME

EDUCATION

University of California, Berkeley, M.A. Architecture, 1982
Northwest Missouri State College, Maryville, B.A. Education, 1968

PROFESSIONAL EXPERIENCE

Principal, Aguilar Design, Santa Fe, New Mexico, 2004-2013
City of Santa Fe Planning and Land Use Director, 2002-2004
Principal, Aguilar Design, Santa Fe, New Mexico, 1989-2002
Morrow Bowden Architects, Santa Fe, New Mexico, 1989
Mimbres, Inc. Santa Fe, New Mexico, 1985-1989
Dorman Nelson Breen, Santa Fe New Mexico, 1984-1985
Interstudio, Studi di Architettura Ingengnneria e Painificazione, Pesaro, Italy 1982-1984
Commune di Urbino, Leonardo Benevelo City Architect, Urbino, Italy, 1982
MLTW/William Turnbull Associates, San Francisco, California, 1977-1980

ACADEMIC EXPERIENCE

Visiting Critic:	University of New Mexico, Albuquerque, New Mexico
Visiting Critic:	University of California, Berkeley, California
Visiting Lecturer:	San Francisco State College, San Francisco, California
Visiting Lecturer:	Mills College, Oakland, California

AWARDS/ORGANIZATIONS

Student Speaker, University of California, Berkeley, California, 1982
Community Design Department, Berkeley, California, 1981
Latino Student Organization, Berkeley, California, 1979-1982

PUBLIC SERVICE

City of Santa Fe Home Rule Charter Commission
County of Santa Fe Arterial Roads Task Force
County of Santa Fe Traditional Villages Subdivision: Studies
Barrio de Torreon Neighborhood Association