Agenda **Regular Meeting of the Quality of Life Committee**
August 20, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

Viewing: *If available*, members of the public 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*, if available,* of this and all past meetings of the Quality of Life Committee 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 Quality of Life Committee meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
   a. Economic Development Broadband and Wi-Fi Update (Johanna Nelson, Economic Development Director; jcnelson@santafenm.gov and Lizzy Portillo, Economic Development Specialist; emportillo@santafenm.gov and Tony Flores, F5 Planning and Consulting; tflores@f5planningandconsulting.net)
   b. GCCC Ice Arena Update (Brian Stinett, Recreation Division Director; bjstinett@santafenm.gov)
6. Action Items: Consent Agenda
   a. Request for Approval of the August 6, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

      Committee Review:
      Quality of Life Committee: 08/20/2025

   b. Request for Approval of a Title III Federal and State Sub-Award # 2025-26-60026 for

Services with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging in Home Support, Transportation, Nutrition, in the Total Amount of $737,207.56 through June 30, 2026. (Manuel Sanchez Senior Services Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

c. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $244,838 to Re-Appropriate One-Time Funding from FY25 to FY26 for Security Services. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov).

Committee Review:
Quality of Life Committee: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

d. Request for Approval of Memorandum of Agreement with the New Mexico Health Care Authority in the Amount of $583,620.26 for the Purpose of Participation in the NM Ambulance Supplemental Payment Program with a Return Revenue of $2,094,456.35 from the Federal Medicaid Program. (Sten Johnson, Assistance Fire Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Increase Fire Emergency Services Miscellaneous Expenses in the Total Amount of $583,620.26.

Committee Review:
Quality of Life Committee: 8/20/2025
Finance Committee: 8/25/2025
Governing Body: 8/27/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate FY25 One-Time Funding to the FY26 Budget in the Amount of $78,285. (Loretta Olguin, Business Operations Manager: lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

f. Request for Approval of a Memorandum of Understanding between Headwater Economics, Inc., a Montana Nonprofit Corporation for Community Planning Assistance for Wildfire Program. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Quality of Life Committee: 8/20/2025
Finance Committee: 8/25/2025
Governing Body: 08/27/2025

g. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
Calling on the New Mexico Congressional Delegation to Advocate for the Preservation and Management of New Mexico's Public Lands. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/13/2025
Quality of Life Committee: 08/20/2025
Governing Body: 08/27/2025

h. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor Pilar Faulkner, and Mayor Alan Webber)
A Resolution Adopting Improvements to the Budget Process for the Fiscal Year 2026/2027 Annual Operating Budget. (Rod Gould, Senior Advisor and Public Engagement Coordinator; rsgould@santafenm.gov and Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/13/2025
Quality of Life Committee:08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

i. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine During the Route 66 Centennial Festival 2025 Concert on October 11, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee (Introduced): 08/18/2025
Quality of Life Committee: 08/20/2025
Governing Body: 08/27/2025

7. Action Items: Discussion Agenda

8. Executive Session

9. Matters from Staff

10. Matters from the Committee

11. Matters from the Chair

12. Next Meeting: Wednesday September 3, 2025

13. Adjourn

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

Broadband Strategic Plan

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

"Addressing the Digital Divide"

August 2025

Importance of Broadband

- *Provides access to jobs, educations, health care, entertainment and civic engagement.*
- *Brings economic growth and improved essential services communities.*
- *Facilitates job creation, reduces healthcare costs, decrease fossil fuel usage, expands customer choice, and improves competition.*

Vision and Broadband Principles

- *Access – There should be sufficient broadband infrastructure to provide safe, reliable, access to broadband service.*
- *Equity - No one will face a barrier based on who they are or where they live.*
- *Performance – Broadband should be fast and reliable, and the quality should improve over time as uses of the internet continue to evolve.*
- *Affordability - Cost should not be a barrier for any resident or business who wants to connect to the internet.*
- *Privacy – Residents or businesses must be able to determine how their data is or is not used.*
- *Choice - There should be sufficient competition among providers and diversity of technological solutions to sustain the other principles.*

Goals and Objectives

- ***Increase Access to Broadband Service***
  - *Create access to secure, dependable, affordable, and sustainable forward-looking infrastructure that can meet future broadband needs, with a targeted focus on unserved, underserved, and vulnerable population areas.*
- ***Promote the Adoption and Use of Broadband and Improve Digital Literacy***
  - *Improve the Adoption and Use of Broadband service and level of digital literacy for City residents including unserved, underserved, and vulnerable population groups.*
- ***Promote Economic Development Opportunities through Broadband***
  - *Ensure that residents and the business community can take full advantage of the economic opportunities provided by broadband access.*

Broadband Strategic Plan

- A **Broadband Strategic Plan**, when developed, outlines the goals, objectives and strategies for improving broadband access and infrastructure within a region or community.
- The BSP serves as roadmap for enhancing broadband connectivity and addressing a region or community's digital divide.
- F5 Planning and Consulting was contracted to develop the City of Santa Fe Broadband Strategic Plan (BSP).

Planning Process

- Utilizing the OBAE Broadband Strategic Planning guidelines, the BSP was developed in the following phases:
  - **Phase 1 – Understand the Broadband Landscape (the accessibility and affordability of broadband)**
  - **Phase 2 – Evaluate Solution Options**
  - **Phase 3 – Develop a Strategic Action Plan**

"Accessibility"

- Based upon the review and outreach to internet service providers, fiber contractors, middle mile fiber providers, and the City's continued approval of new franchise agreements, the City has sufficient and varied broadband service available to its residents and businesses.
- In addition, the data reflects that existing broadband service meets the minimum 100/20 broadband service speed requirement.
- Broadband service is **Accessible** in the City.

"Affordability"

- ISPs within the City *initially* charge less than the required price points for 100/20 broadband service.
  - However, pricing increases after the initial contract term and the service pricing does not include the equipment necessary to receive broadband service, which increase the monthly cost for broadband service.
- Based solely upon pricing data and no additional costs, broadband service is generally **Affordable** in the City.

"Evaluate Solutions"

In addition to the high costs required to develop, manage, and operate a broadband network, other reasons to consider include:

- Technical Complexity: Governments may lack the expertise to manage and maintain complex broadband networks effectively.
- Infrastructure Focus: Governments are primarily focused on managing infrastructure like roads, water and sewer systems, not on running dynamic broadband networks.
- Market Efficiency: Privately owned broadband networks are often more efficient and responsive to market demands, which can lead to better service quality.
- Resource Allocation: Allocating resources to build and maintain broadband networks may hinder other essential public services.

"Increase Access to Broadband"

- Project 1 – Expand the Wi-Fi Accessibility initiative by targeting up to six initial locations for Wi-Fi equipment installation.
- Project 2 – Increase the availability of mobile hotspots and laptops for residents to use.
- Project 3 – Create and implement a Messaging/Communication program.
- Project 4 – Work together with Santa Fe County on their Broadband Programs and explore the possibility of establishing a joint broadband office.

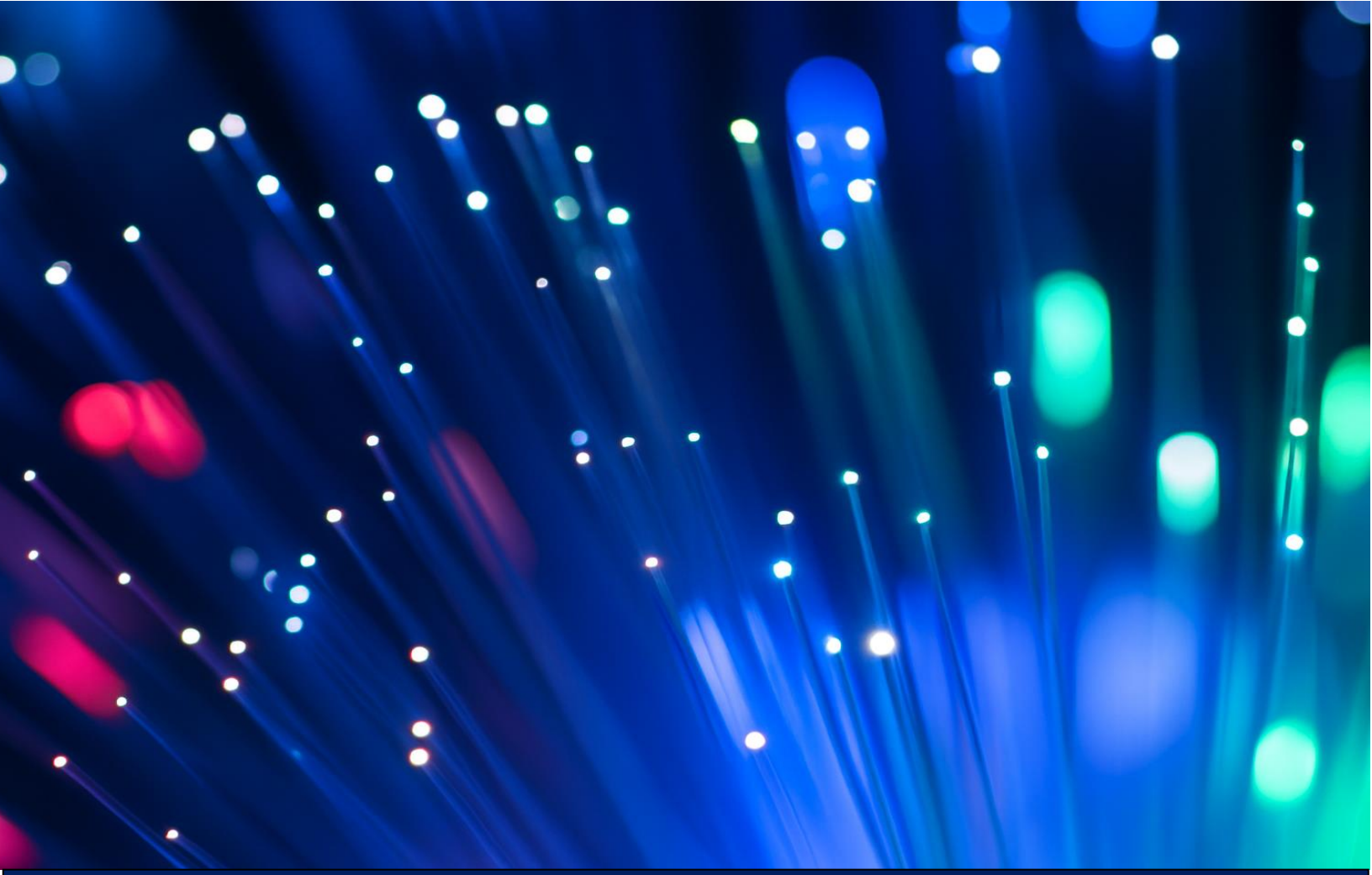
"Promote the Adoption and Use of Broadband and Improve Digital Literacy"

- Promote the Adoption and Use of Broadband and Improve Digital Literacy
  - Project 1 – Develop a Broadband Digital Equity and Community Outreach Pilot Program.
  - Project 2 – Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing joint broadband projects and initiatives.

"Promote Economic Development"

- Promote Economic Development Opportunities through Broadband
  - Project 1 – Deploy laptops and Wi-Fi hotspots at City Business Center locations.
  - Project 2 – Deploy Wi-Fi boosters/extenders in commercial nodes.
  - Project 3 – Develop and deploy a Messaging/Communication program.
  - Project 4 - Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office.

Questions



Broadband Strategic Plan

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

July 2025

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Attachments:
1. Project Charters

I. Executive Summary

a. Introduction

Broadband access surpasses geographic limitations, linking communities irrespective of their location or differences. It facilitates efficient connectivity to education, healthcare, public safety, and government services for end users by:

- Providing the opportunity to participate in online learning and distance education.
- Giving entrepreneurs and small- and home-based business owners opportunities to compete with large corporations.
- Increasing the productivity and efficiency of businesses that use the internet for their operations.
- Connecting patients in remote areas to health care services.
- Making government services more readily available to residents.
- Saving companies and organizations money by letting employees work remotely.
- Allowing friends and families to stay entertained and in touch with one another.
- Enables environmental sustainability.
- Plays a significant role in revitalizing previously blighted urban communities.
- Assists the needs of people with disabilities.

Broadband is a fundamental necessity; however, its expansion faces challenges such as:

- Infrastructure Limitations: geographic and physical barriers hinder infrastructure development.
- Cost Barriers: high initial investment costs and long-term sustainability issues impact on consumers and limit providers from investing in infrastructure that may have a low return of investment.
- Digital Divide: disparities in access between different populations.

The City of Santa Fe recognizes the importance of broadband access and has established both a Broadband Strategic Plan (BSP) and a Strategic Action Plan (SAP) to address the digital divide within the community. The BSP frames the challenges of achieving universal connectivity, clearly stating the City's broadband goals and outlines the actions the City can take to meet these goals. The SAP outlines Projects intended to meet the City's goals.

b. Planning Process

In December 2024, the City of Santa Fe contracted with F5 Planning and Consulting, to develop the City's Broadband Strategic Plan. The BSP and SAP were developed utilizing the New Mexico Office of Broadband Access and Expansion (OBAE) Broadband Strategic Planning guidelines for Phase 1, 2 and 3.



The purpose of utilizing the guidelines is intended to ensure that the City's plan meets OBAE and NTIA requirements for a comprehensive broadband plan and can serve as a reference when applying for broadband grant funding.

c. Vision and Broadband Principles

The City of Santa Fe envisions broadband availability for its residents and business, based upon the following five principles: access, equity, performance, affordability, and choice.

These principles will serve as measures for success and as design parameters for the City's approach to broadband infrastructure and service.

Access – There should be sufficient broadband infrastructure to provide safe, reliable, access to broadband service.

Equity - No one will face a barrier based on who they are or where they live.

Performance – Broadband should be fast and reliable, and the quality should improve over time as uses of the internet continue to evolve.

Affordability - Cost should not be a barrier for any resident or business who wants to connect to the internet.

Choice – Adequate provider competition and diverse technologies are needed to uphold the other principles.

d. Goals and Objectives

Building on the City's Vision and Broadband Principles, the following are the recommended City of Santa Fe Broadband Goals and Objectives:

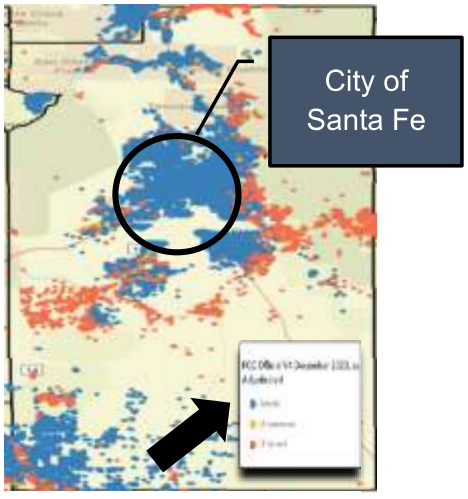
- **Increase Access to Broadband Service** (*Access, Affordability, Choice, Performance*)
  - Create access to secure, dependable, affordable, and sustainable forward-looking infrastructure that can meet future broadband needs, with a targeted focus on unserved, underserved, and vulnerable population areas.

- **Promote the Adoption and Use of Broadband and Improve Digital Literacy** (Affordability, *Choice, Equity*)
  - Improve the Adoption and Use and Digital Literacy skills for City residents, with a focus on unserved, underserved, and vulnerable population groups.

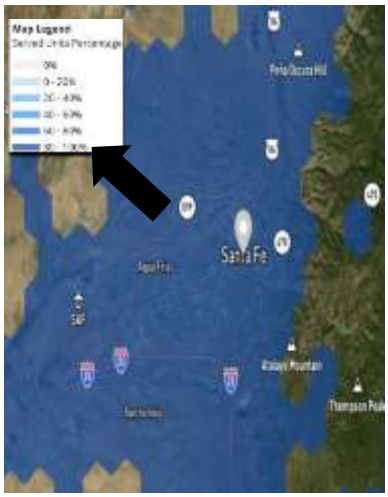
- **Promote Economic Development Opportunities through Broadband** (*Access, Affordability, Choice, Performance*)
  - Ensure that residents and the business community can take full advantage of the economic opportunities provided by broadband access.

e. The Challenge

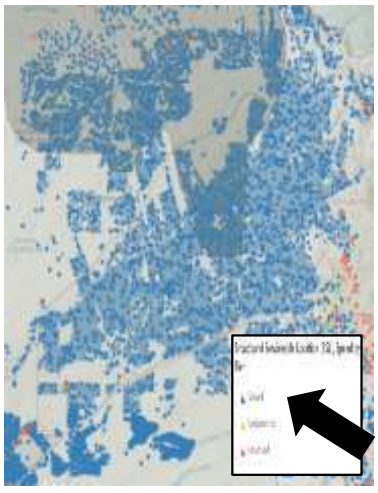
The NM Broadband Map (MAP) published by the State of New Mexico Office of Broadband Access and Expansion, the Federal Communication Commission (FCC) Broadband Map, and the Broadband Equity, Access, and Deployment (BEAD) Project Area Unit Map, all indicate that the City of Santa Fe is considered ***"served"*** with broadband access. That is broadband access exists to a broadband service location (BSL) that meets the minimum 100/20 Mbps broadband service speed.



Map 1: NM Broadband Map



Map 2: FCC Broadband Map



Map 3: OBAE BEAD Project Area Unit Map

The maps, however, **do not indicate** whether a BSL is utilizing the broadband service that is reported to exist, or whether the broadband service is affordable. These factors pertains to a household or business' ability to subscribe to internet service and the ability to address the challenges involved in receiving broadband service including the cost of service, availability of a device capable of connecting to the internet, and level of digital literacy within the BSL.

In addition to the data sets, the BSP reviewed the Digital Divide (Divide) which is commonly referred to as the gap between those with internet access and those without. The Divide exacerbates disparities in education, health care, and economic development, as individuals/households struggle to access online resources essential for modern life.

The Divide must be assessed with factors such as access, affordability, and relevance.

- Access: Is there available access to the Internet in your area? Is there a nearby point of connection to the Internet?

To understand the broadband infrastructure landscape within the City, F5 reviewed the Federal, State, and REDINet broadband data sets identified above, consulted with internet service providers, fiber construction contractors, and local/state/federal partners.

Based upon a review of all data sets and in consultation with broadband experts, the City of Santa Fe has sufficient and varied access to broadband service.

- Affordability: If broadband service exists, is it affordable? How does the cost compare to other essential goods?

  To assess this criteria, a review of the internet service providers identified in the FCC Broadband Map and their broadband service offerings and corresponding pricing options was conducted.

Xfinity (Comcast)	150 Mbps	Fiber	$ 64.00	24 months	Modem is not included + $15.00/month
	1200 Mbps		$ 95.00	None	Modem is included
Verizon 5G Home Internet	10Gbps	Cellular & Fixed Wireless	$ 35.00	24 months	after initial 24 months price increases to $60.00 month
	10Gbps		$ 45.00	36 months	after initial 36 months price increases to $80.00 month
T Mobile Home Internet	10Gbps	Cellular & Fixed Wireless	$ 50.00	24 months	Auto-pay Internet Unlimited
	10Gbps		$ 70.00		Auto-pay Internet Plue
NM Surf	up to 100/25 Mbps	Fixed Wireless	$ 59.99	24 months	includes antenna lease
	up to 200/50 Mbps		$ 84.99	24 months	includes antenna lease
	up to 300/75 Mbps		$ 94.99	24 months	includes antenna lease
	up to 400/100 Mbps		$ 104.99	24 months	includes antenna lease
Century Link	100Mbps	Fiber	$ 55.00	None	limited availability
	940Mbps		$ 75.00	None	limited availability
Plateau Telecommunications	100Mbps	Fiber	$ 60.00	None	None
	500Mbps		$ 70.00	None	None
	1000Mbps		$ 80.00	None	None
	10/1.3Mbps		$ 40.00	None	DSL
	25/1.3Mbps		$ 55.00	None	DSL
Ezee Fiber	1G symmetrical	Fiber	$ 69.00	None	life-time pricing
	2G symmetrical		$ 89.00	None	life-time pricing
	5G symmetrical		$ 99.00	None	life-time pricing
	8G symmetrical		$ 119.00	None	life-time pricing
Vexus Fiber	5G symmetrical	Fiber	$ 99.00	None	
HughesNet	100Gbps/50Mbps	Satellite	$ 49.99	None	Price Lock Guarantee
Starlink	45-140Mbps/10-20Mbps	Satellite	$ 80.00	None	Residential Lite
			$ 120.00	None	Residential
ViaSat	56/5Mbps	Satellite	$ 99.00	None	$15.00 month equipment lease
Resound Networks	*unknown*	Fiber	-	-	*pricing or service data not available "coming soon"*

Table 1: *Price and Service Data taken from provider information and during interviews and consultations.*

The price service data indicates that there are internet service providers within the City of Santa Fe that can provide both the minimum service speeds and meet the price points established by the BEAD program.

Although there are internet service providers that meet both the minimum broadband service speeds and broadband service price pointes required by the OBAE – BEAD program, considering the other factors listed above, it can be determined that a leading barrier to accessing broadband service in the City of Sante is affordability of broadband service.

- **Relevance:** Does the connected community have the necessary skills and technologies? Is there local interest and understanding of the relevance of Internet access? Is there content in the local language relevant to the people in the community?

  General Digital Skills include:
  - Using devices like a computer, tablet, or mobile phone for simple, personal, and work tasks.
  - Finding and using information on the internet.
  - Understanding how to be safe and responsible online.
  - Communicating socially and professionally using email, messaging, and social media.

Although the City has had success with its TechConnect and Community Wi-Fi Accessibility programs, without a central point of outreach for the community, the level of skills and technology needs is unknown.

f. Alternatives to Building a Local / City of Santa Fe Broadband Network

As part of the planning process, the alternative of the City of Santa Fe building a local network was reviewed. A City owned broadband network could help fill gaps in the broadband market by providing affordable broadband service to low-income and vulnerable population groups.

Constructing a broadband network offers potential advantages such as cost savings, greater bandwidth, scalability, and enhanced security. However, deployment may involve significant expenses, ongoing management requirements, and vulnerability to physical damage.

In addition to the high costs required to develop, manage, and operate a broadband network, other reasons to consider include:

- Technical Complexity: Governments may not always have the necessary expertise to manage and maintain complex broadband networks.
- Infrastructure Focus: Governments typically manage infrastructure such as roads, water, and sewer systems, rather than operating broadband networks.
- Market Efficiency: Private broadband networks tend to be more efficient and responsive to market needs, resulting in higher service quality.
- Resource Allocation: Investing in broadband networks may limit funding for other key public services.

In lieu of developing a City of Santa Fe Broadband Network, it is recommended that the City undertake the following broadband alternatives:

- Expand the City's community-based Wi-Fi Accessibility Program.
- Establish a Broadband Utility Service development requirement for residential and commercial projects.
- Establish a City of Santa Fe Office of Broadband.

g. Implementation

As funding is available, the City can initiate the following projects which address the City's vision and broadband principles, alternatives and the goals and objectives:

- **Increase Access to Broadband Service**
  - Create access to secure, reliable, affordable, and sustainable forward-looking infrastructure that can meet future broadband needs.

    - Project 1 - **Expand the deployment of Wi-Fi accessible locations at City facilities, mobile home parks, low-income and vulnerable population areas/locations, including areas designated for development of the City's Pallet Villages.**

    - Project 2 – **Increase the number of mobile hotspots and laptop devices available for use by residents.**

The City has been providing Wi-Fi access via laptops and hotspots to community members through its **TechConnect Program** (Program) at no charge at its Libraries, and while the program has been successful, increasing the number of available Wi-Fi devices will provide a greater degree of Wi-Fi of affordable Wi-Fi accessibility.

- Project 3 – **Develop and deploy a Free Wi Fi Messaging/Communication Program.**

  While the City has been successful with the initial deployment of Projects 1 and 2, to increase the knowledge of the locations and device availability, the City should develop a Messaging and Communication Program (Program) for City residents.

  The Program should be implemented in accordance with the City's Communication Policy and Procedures. Programs outreach. It is also important that the Program be provided in both English and Spanish.

- Project 4 - **Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office.**

- **Promote the Adoption and Use of Broadband and Improve Digital Literacy**
  - Improve the Adoption and Use of Broadband service for City residents including unserved, underserved, and vulnerable populations groups.

    - Project 1 – **Develop a Broadband Digital Equity and Community Outreach Pilot Program.**

    - Project 2 - **Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office**.

- **Promote Economic Development Opportunities through Broadband**
  - Ensure that residents and the business community can take full advantage of the economic opportunities presented by broadband access.

    - Project 1 – **Deploy laptops and Wi-Fi hotspots at City Business Center locations.**

    - Project 2 – **Deploy Wi-Fi boosters/extenders in commercial nodes.**

- Project 3 – **Develop and deploy a Messaging/Communication program.**

- Project 4 - **Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office.**

h. The Impact

Expanded access to high-speed broadband is linked to shifts in property values, job and population growth, and unemployment rates. It also improves access to remote healthcare, social networks, and educational resources. Broadband access boosts economic growth, productivity, and job creation by providing more opportunities for development.

By achieving its Vision and Broadband Goals, the City can greatly impact daily life.

i. Review and Revision Frequency

a. Quarterly Reviews: The City is encouraged to review their strategic plan at least quarterly. This allows for real-time evaluation of progress, learning, and necessary adjustments based on current conditions.

b. Annual Revisions: It is common for organizations to revise their strategic plans annually. This ensures that the plan remains relevant and aligned with the organization's goals and the external environment.

c. Comprehensive Updates: A more thorough revision of the strategic plan should occur every 3-5 years or when significant changes happen, such as shifts in market conditions, organizational restructuring, or changes in leadership.

II. Scope the Challenge (Phase 1)

a. Introduction

Broadband access is significant and necessary to daily life as it:

- Provides access to jobs, education, health care, entertainment, and civic engagement.
- Brings economic growth and improves essential services in communities.
- Facilitates job creation, reduces healthcare costs, decreases fossil fuel usage, expands consumer choice, and improves competition.

As technology and delivery methods have evolved, broadband has progressed from Digital Subscriber Line (DSL) to Satellite service. Today Internet Service Providers (ISPs) offer both wired, wireless, and satellite connections, which can impact the reliability, access, and affordability of broadband service.

- **DSL –** most common type of broadband internet, delivers service via the phone lines in a home or business.



- **Cable Modem –** broadband connection that uses the same cables as your cable TV service.



- **Fiber Optic –** cables that are made of glass or plastic that can transmit data at speeds up to 100 times faster than traditional broadband connections. *The best option for delivery, but least available.*



- **Wireless –** uses radio signals to transmit data and provides the convenience of a broadband connection without the need for wires and cables.



- **Satellite –** uses satellites to deliver broadband service and makes it readily available in rural areas



Although significant in daily life, the lack of broadband access, known as the **Digital Divide** (Divide), refers to the gap caused by unequal broadband access. Factors contributing to the Divide include income disparities, geographical differences, digital literacy gaps, racial divides, elderly divides, and ruralness of communities. The Divide is worsened by the issues of availability, reliability, and affordability of accessing and utilizing broadband.

To address the Divide as it relates to income disparities within the City, the City utilized American Rescue Plan Act (ARPA) funding to:

Build and manage public WiFi infrastructure in economically distressed, high-density southside and midtown communities who will need support to cross the digital divide. This project is a key element for bridging the digital divide for many students, adults and families who are still struggling through the ongoing negative economic impacts of the COVID-19 pandemic.

with the objectives of:

Installation and launch in eight, southside mobile home parks by end of year 2023. Installation and launch in three midtown high-density housing locations by end of year 2024

b. Connectivity Challenges

Despite its undeniable importance, several challenges impede the expansion, service, access, and connectivity of broadband. In general, these challenges include:

- Broadband Infrastructure – lack sufficient broadband infrastructure due to geographic region or physical barriers.
- Cost Barriers – high, initial cost investment that is required to develop infrastructure which are eventually passed on to the consumer/end use.
- Digital Divide - the gap between those with broadband access and those without it.
- Regulatory – the regulatory framework that may significantly influence broadband investment and competition in a community.

c. Understand the Broadband Infrastructure Landscape

i. Broadband Infrastructure

To assess the existing broadband infrastructure within the City, and to evaluate connectivity challenges, information contained in the Federal Communications Commission's (FCC) - National Broadband Map (MAP) and the state of New Mexico Office of Broadband Access and Expansion (OBAE) New Mexico Broadband Map (NM-MAP), the State of New Mexico BEAD Project Area Units Map, the City of Santa Fe - Santa Fe Public Schools Wi Fi Initiatives Map, the Santa Fe County Community Broadband Survey and the REDINet Network was reviewed.

To use the data effectively, we need to understand the broadband designations of "broadband service location," "reliable broadband service," "served," "underserved," and "unserved." These terms are crucial for identifying broadband service areas and planning future initiatives.

The National Telecommunication and Information Administration (NTIA) has provided, and OBAE has accepted, the following definitions:

- Broadband Service Location (BSL): Defined as a business or residential location at which mass-market fixed broadband Internet access service is or can be installed.
- Reliable Broadband Service: Defined as a BSL that has (a) fiber-optic technology; (b) Cable Modem/ Hybrid fiber-coaxial technology; (c) digital subscriber line (DSL) technology; or (d) terrestrial fixed wireless technology utilizing entirely licensed spectrum or using a hybrid of licensed and unlicensed spectrum that meets minimum broadband speeds.
- Served: Under the BEAD Program, any BSL that has access to broadband speeds of 100/20 and meets the definition of Reliable Broadband Service is considered served. For community anchor institutions (CAI), the minimum broadband service required to be served is 1GB symmetrical.
- Underserved: An underserved location is defined as a BSL that is (a) not an unserved location, and (b) that the Broadband DATA Maps show as lacking access to reliable broadband service offered with: (i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.
- Unserved: An unserved location is defined as a BSL that the Broadband DATA Maps show as (a) having no access to broadband service, or (b) lacking access to Reliable Broadband Service offered with: (i) a speed of not less than 25 Mbps for downloads; and (ii) a speed of not less than 3 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds.

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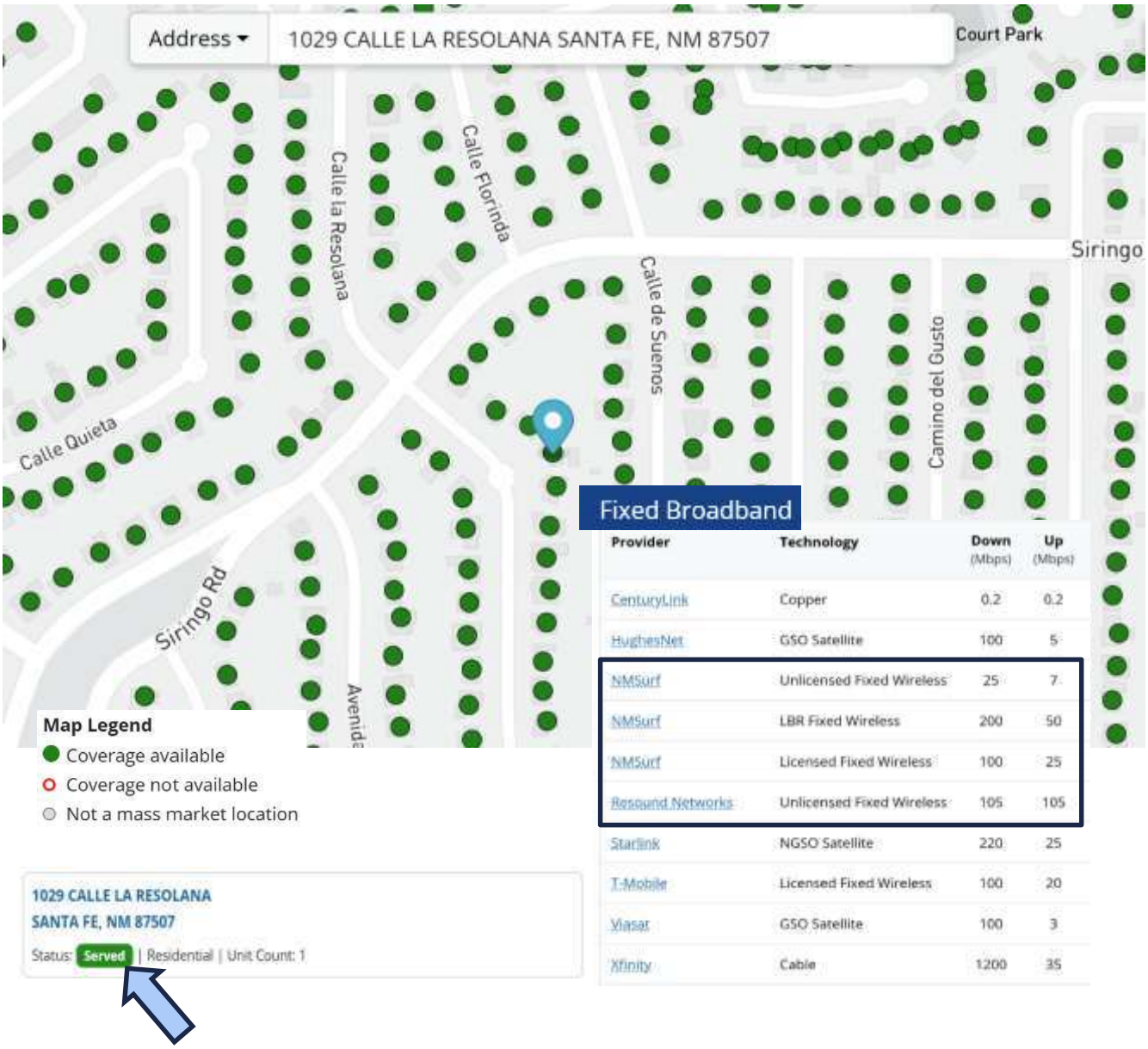
1. Federal Communication Commission Broadband Map

Developed as part of a combined effort of the FCC and NTIA, the City has between ***80-100%*** units ***served*** with either fixed, fixed wireless, or a combination of broadband service.



Courtesy of the Federal Communication Commission

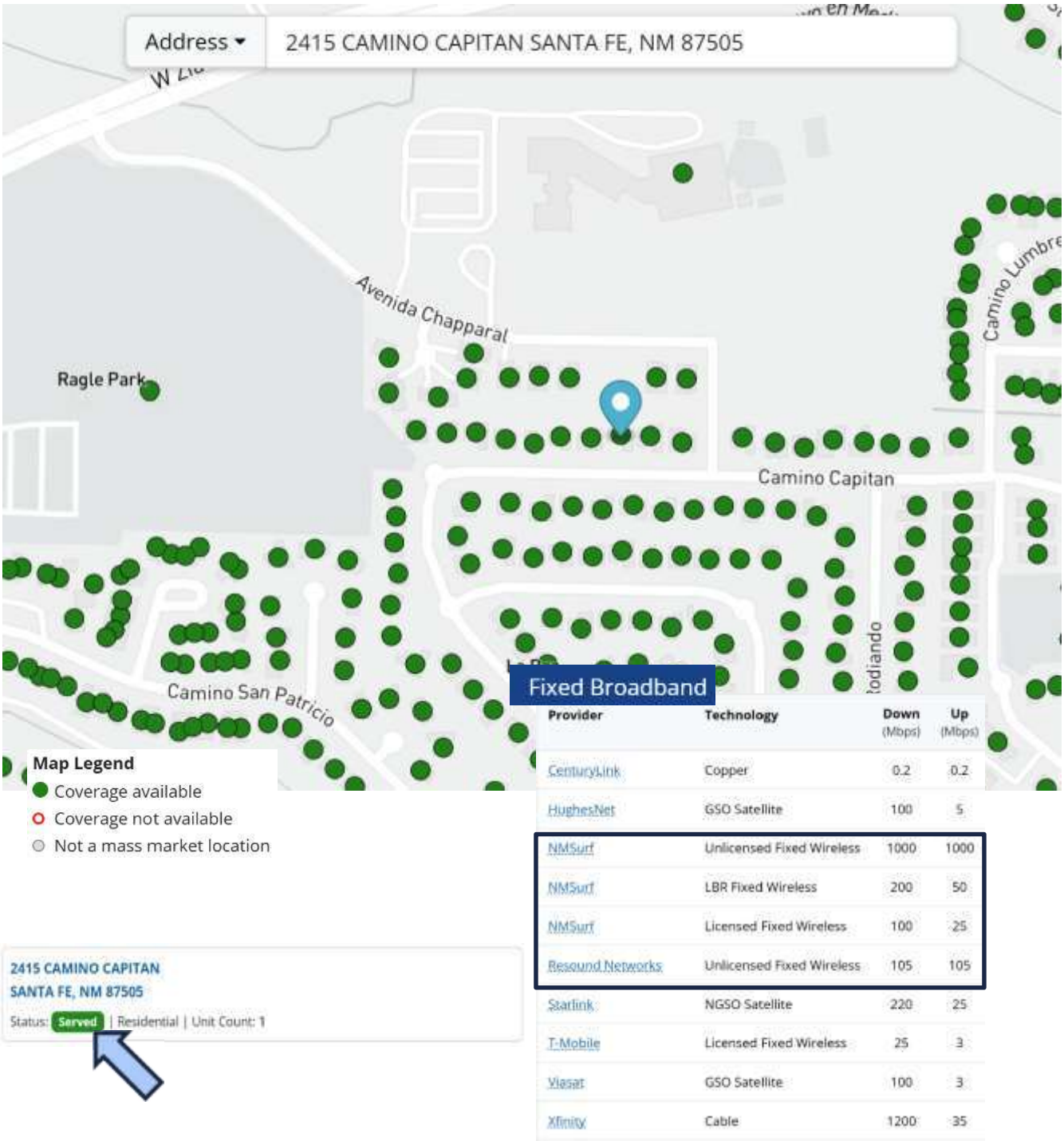
Drilling the data further, a sampling of the FCC Broadband Map in various areas within the City was conducted to determine what the broadband infrastructure landscape and related data sets indicate, and the following excerpts are provided:



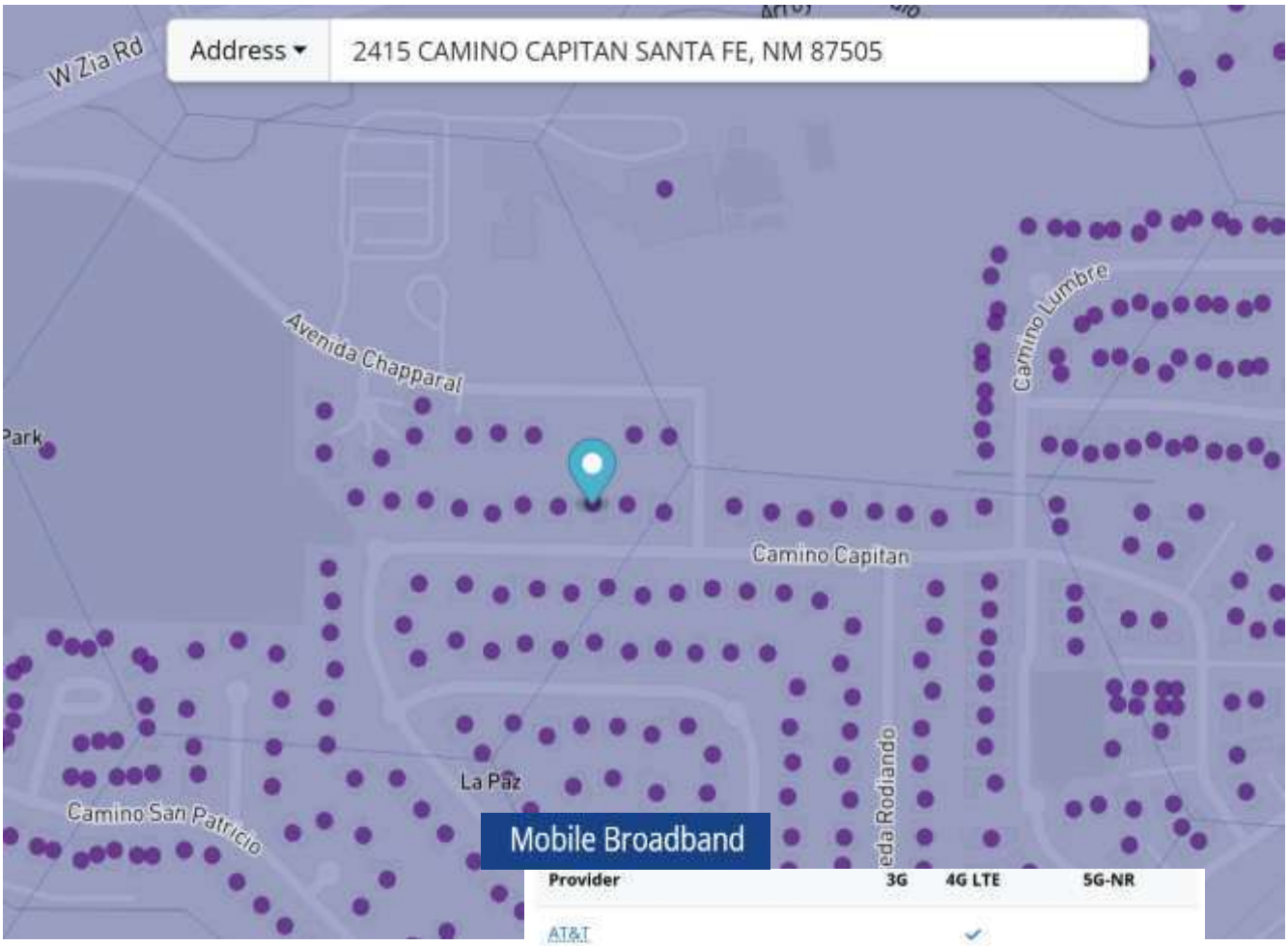
Based upon the information contained in the MAP, 1029 Calle La Resolana and those BSLs in the immediate area are considered ***served.***



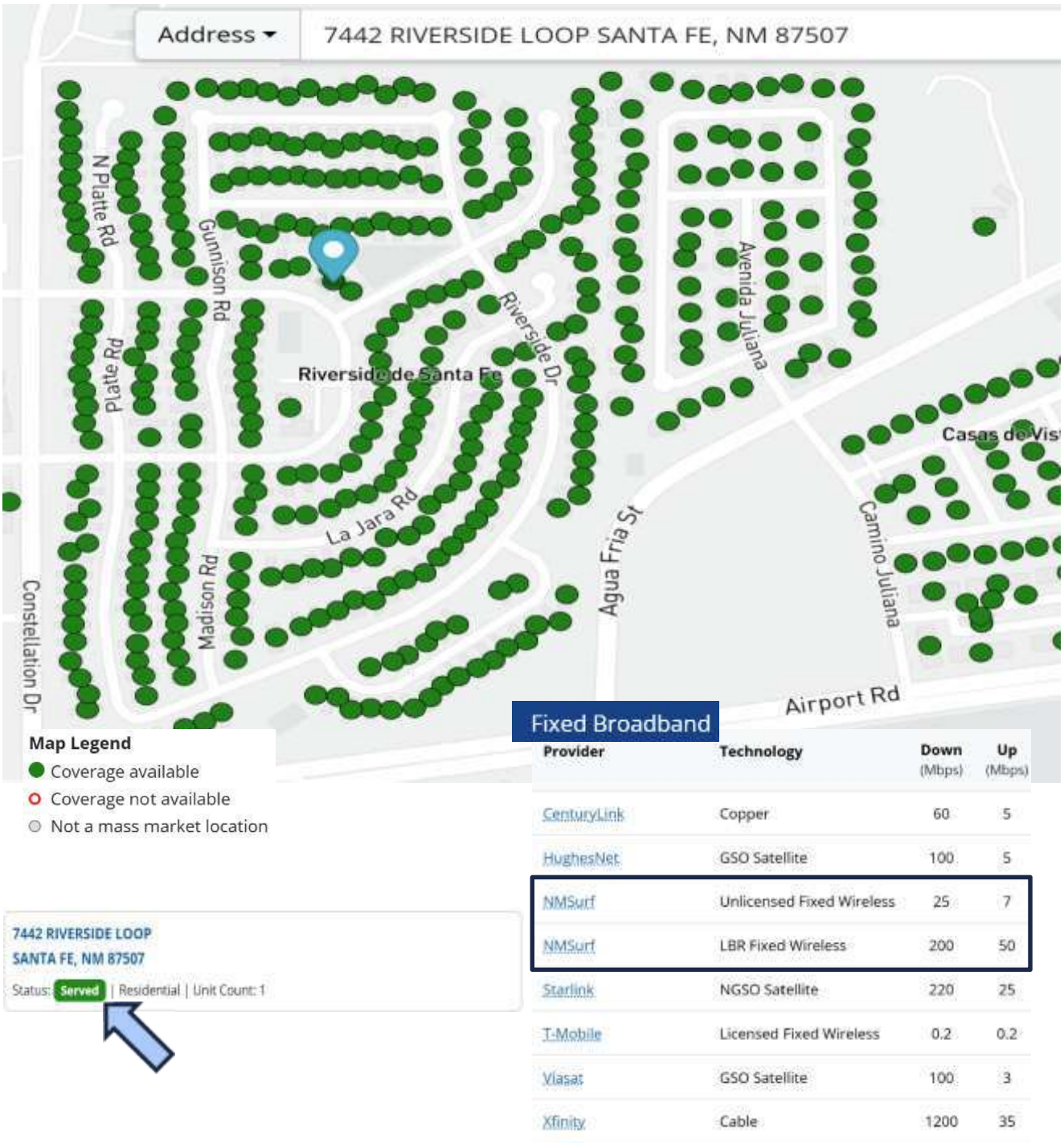
FCC National Broadband Map



Based upon the information contained in the MAP, 2415 Camino Capitan, and those BSLs in the immediate area are considered served.



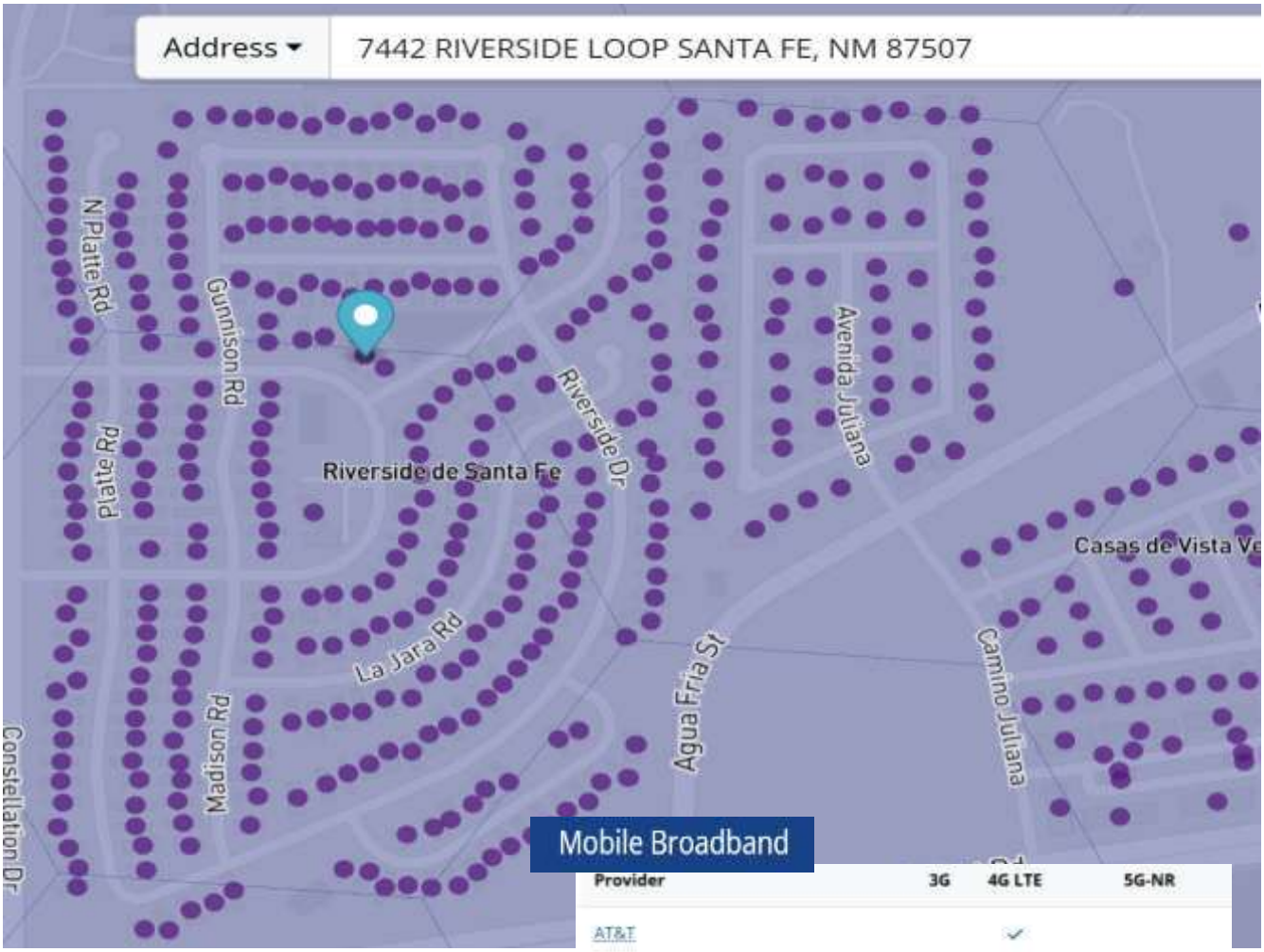
FCC National Broadband Map



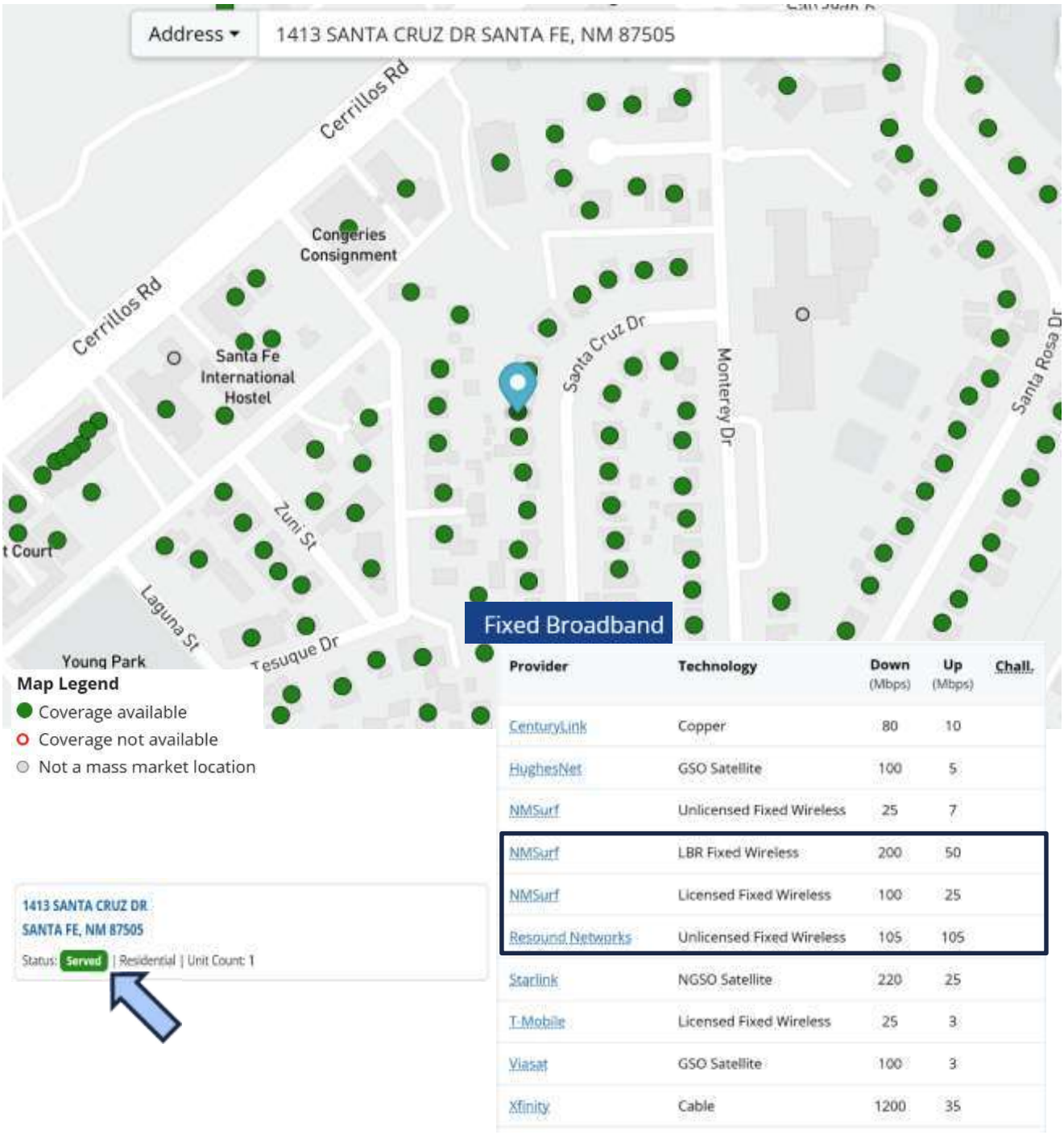
Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	60	5
HughesNet	GSO Satellite	100	5
NMSurf	Unlicensed Fixed Wireless	25	7
NMSurf	LBR Fixed Wireless	200	50
Starlink	NGSO Satellite	220	25
T-Mobile	Licensed Fixed Wireless	0.2	0.2
Viasat	GSO Satellite	100	3
Xfinity	Cable	1200	35

Based upon the information contained in the MAP, 7442 Riverside Loop, and those BSLs in the immediate area are considered served.

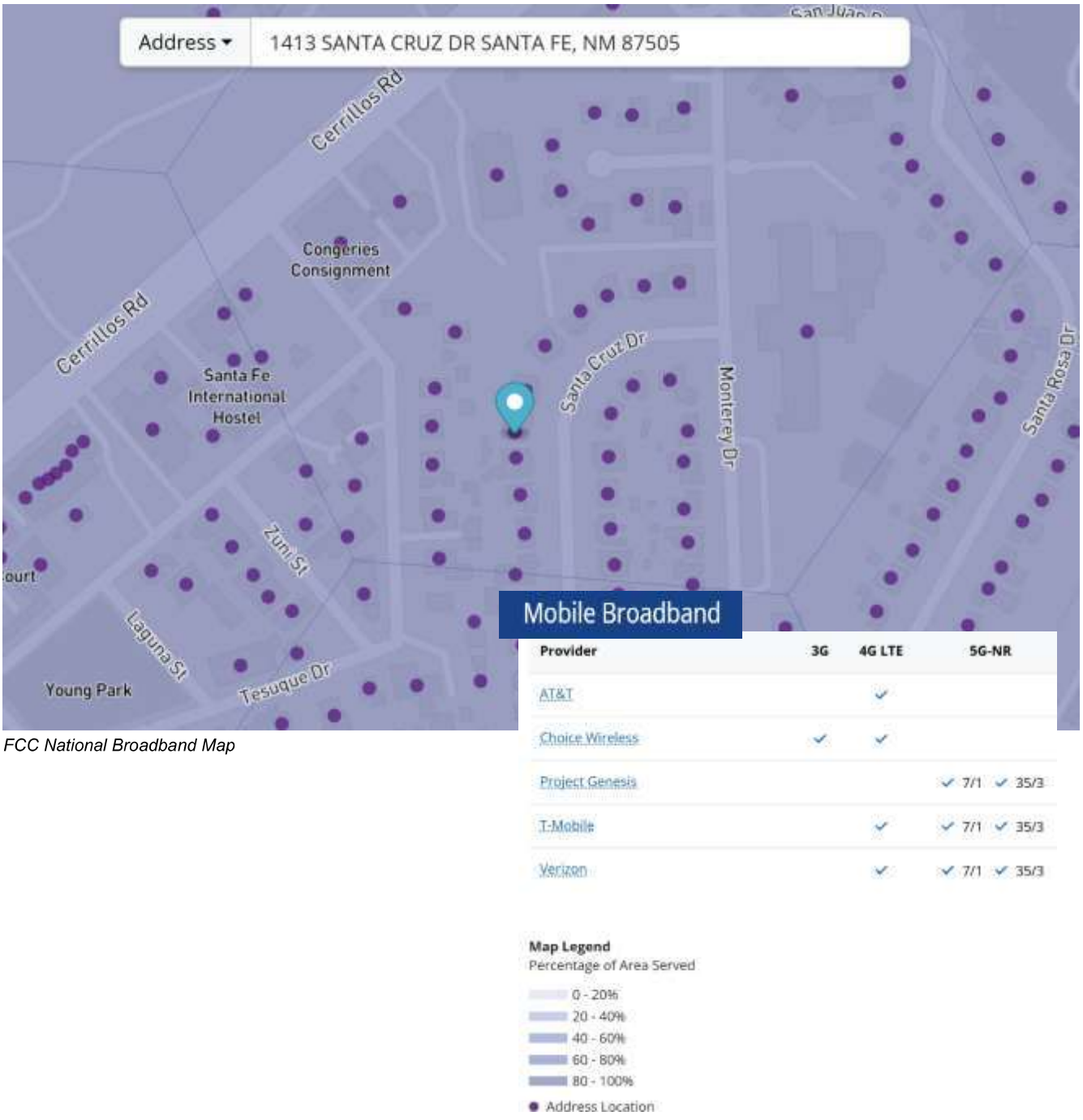


FCC National Broadband Map

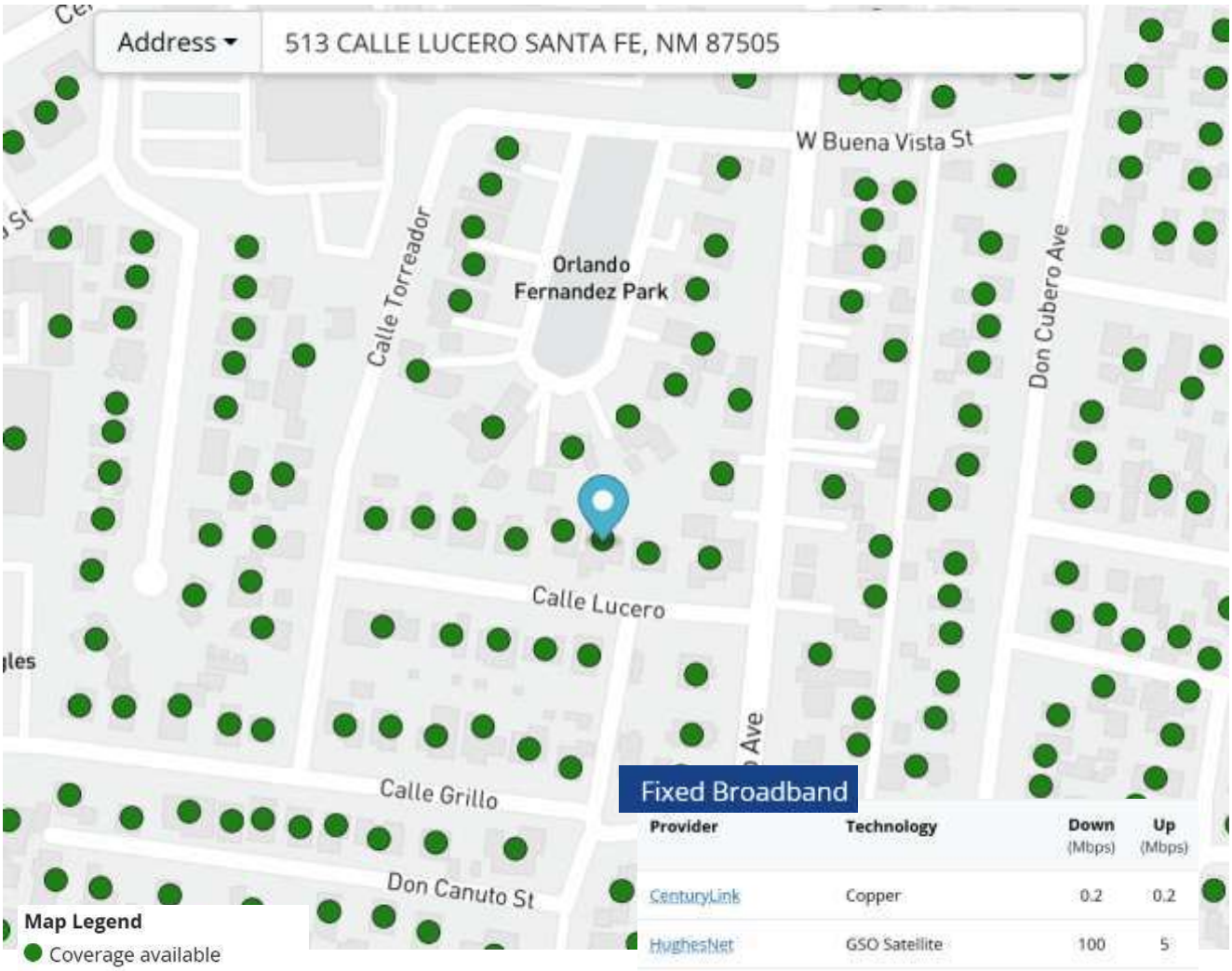


Provider	Technology	Down (Mbps)	Up (Mbps)	Chall.
CenturyLink	Copper	80	10	
HughesNet	GSO Satellite	100	5	
NMSurf	Unlicensed Fixed Wireless	25	7	
NMSurf	LBR Fixed Wireless	200	50	
NMSurf	Licensed Fixed Wireless	100	25	
Resound Networks	Unlicensed Fixed Wireless	105	105	
Starlink	NGSO Satellite	220	25	
T-Mobile	Licensed Fixed Wireless	25	3	
Viasat	GSO Satellite	100	3	
Xfinity	Cable	1200	35	

Based upon the information contained in the MAP, 1413 Santa Cruz Drive, and those BSLs in the immediate area are considered served.



FCC National Broadband Map



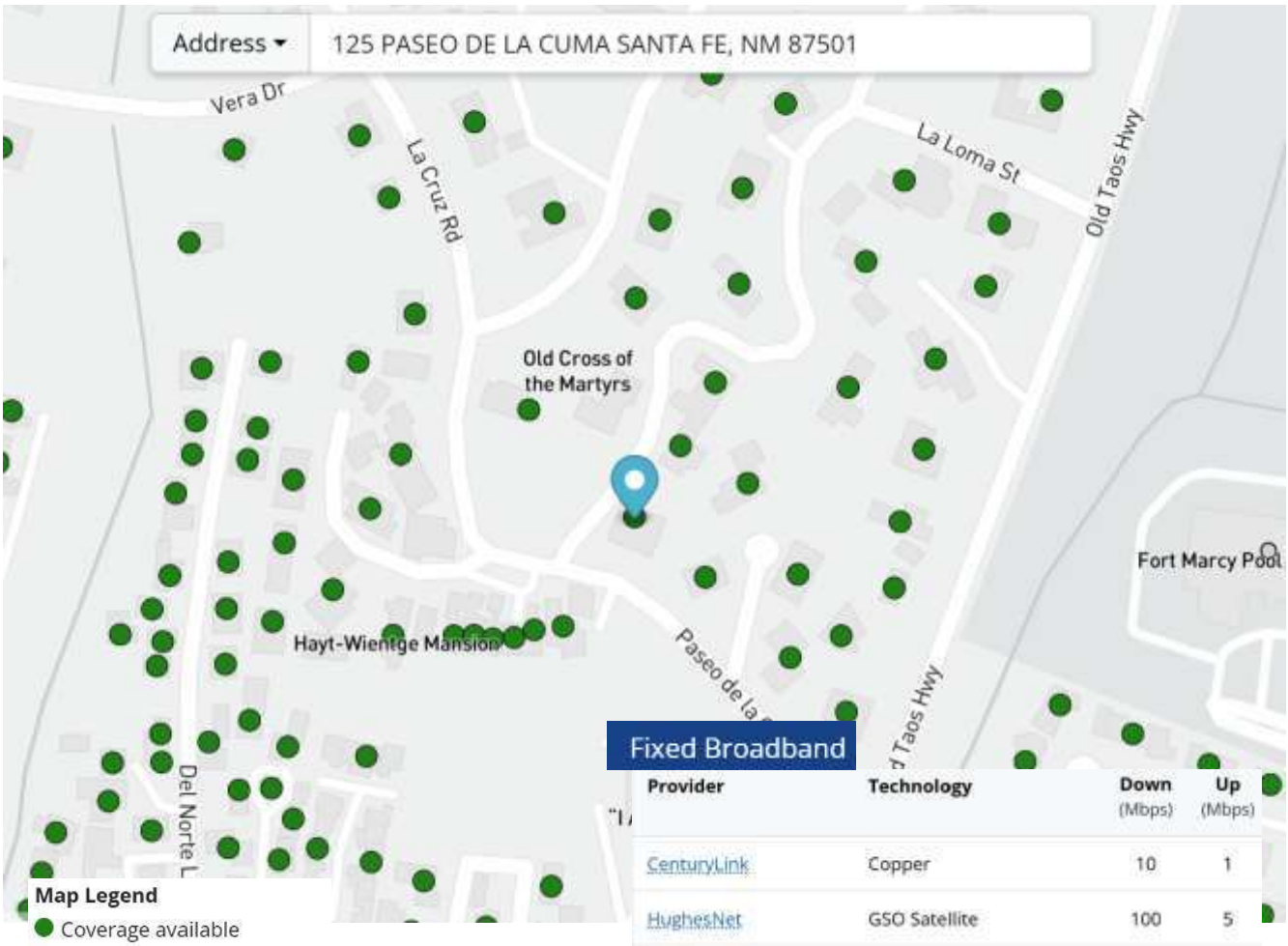
Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	0.2	0.2
HughesNet	GSO Satellite	100	5
NMSurf	LBR Fixed Wireless	200	50
NMSurf	Licensed Fixed Wireless	100	25
NMSurf	Unlicensed Fixed Wireless	25	7
Resound Networks	Unlicensed Fixed Wireless	105	105
Starlink	NGSO Satellite	220	25
T-Mobile	Licensed Fixed Wireless	25	3
Viasat	GSO Satellite	100	3
Xfinity	Cable	1200	35

Based upon the information contained in the MAP, 513 Calle Lucero, and those BSLs in the immediate area are considered served.



FCC National Broadband Map



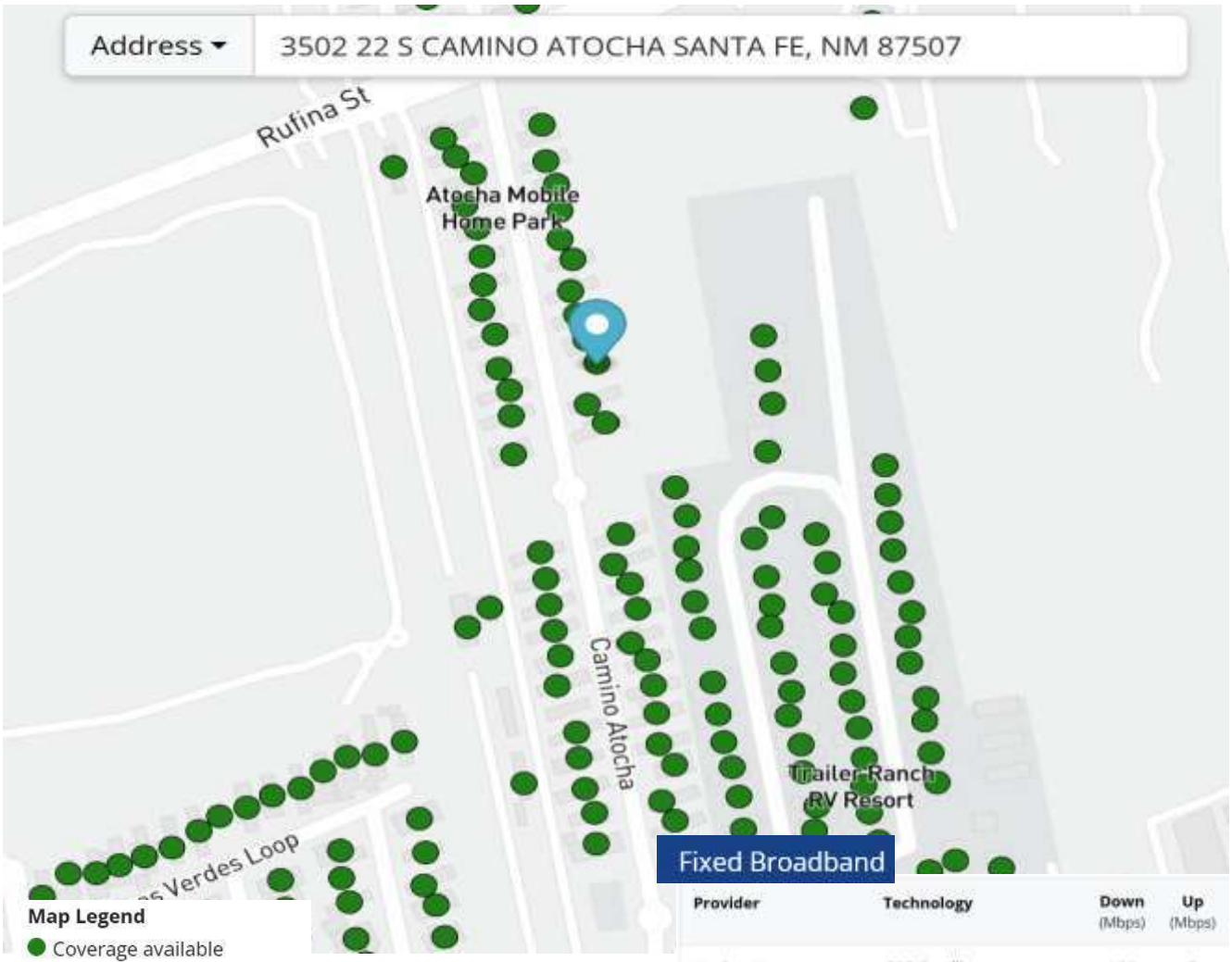
Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	10	1
HughesNet	GSO Satellite	100	5
NMSurf	Unlicensed Fixed Wireless	1000	1000
NMSurf	Licensed Fixed Wireless	100	25
NMSurf	LBR Fixed Wireless	200	50
Resound Networks	Unlicensed Fixed Wireless	105	105
Starlink	NGSO Satellite	220	25
T-Mobile	Licensed Fixed Wireless	25	3
Verizon	Licensed Fixed Wireless	300	20
Viasat	GSO Satellite	100	3
Xfinity	Cable	1200	35

Based upon the information contained in the MAP, 125 Paseo de la Cuma, and those BSLs in the immediate area are considered served.



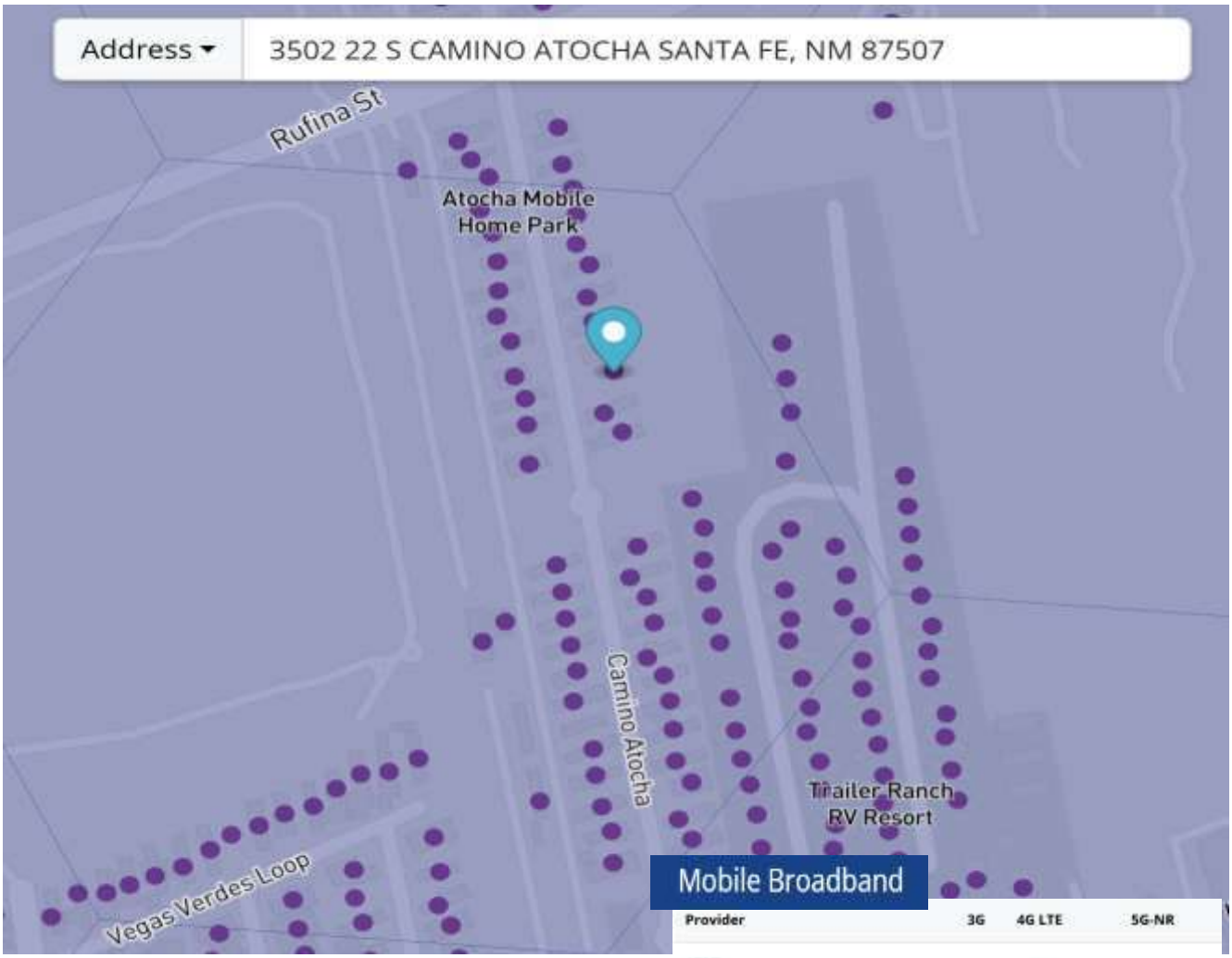
FCC National Broadband Map



Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
HughesNet	GSO Satellite	100	5
NMSurf	Unlicensed Fixed Wireless	25	7
NMSurf	Licensed Fixed Wireless	100	25
NMSurf	LBR Fixed Wireless	200	50
Resound Networks	Unlicensed Fixed Wireless	105	105
Starlink	NGSO Satellite	220	25
Viasat	GSO Satellite	100	3
Xfinity	Cable	1200	35
Business-only Service			
Viasat	GSO Satellite	100	4

Based upon the information contained in the MAP, 3502 – 22 South Camino Atocha, those BSLs in the immediate area are considered served.



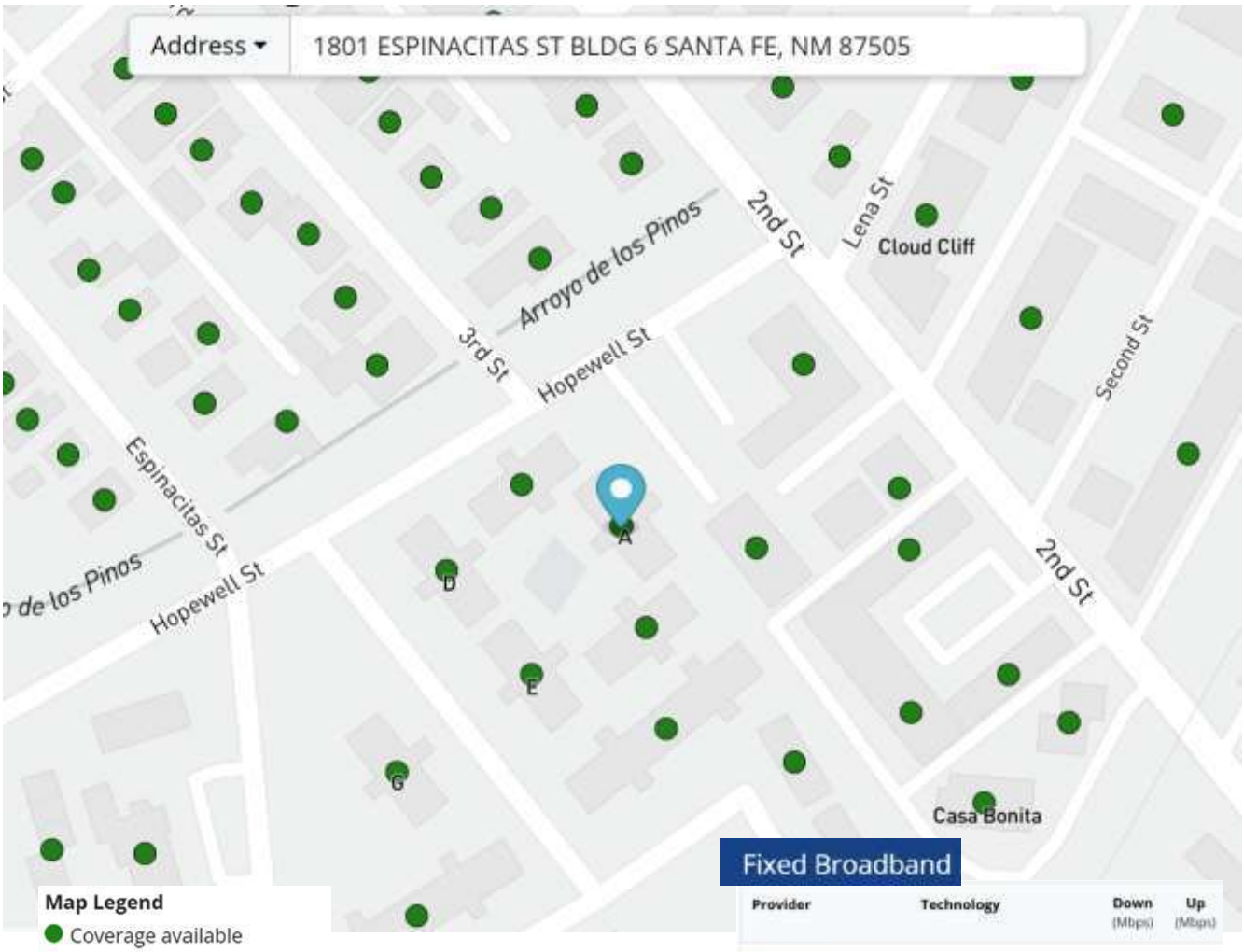
FCC National Broadband Map

Mobile Broadband

Provider	3G	4G LTE	5G-NR
AT&T		✓	
Choice Wireless	✓	✓	
Project Genesis			✓ 7/1 ✓ 35/3
T-Mobile		✓	✓ 7/1 ✓ 35/3
Verizon		✓	✓ 7/1 ✓ 35/3

Map Legend
Percentage of Area Served

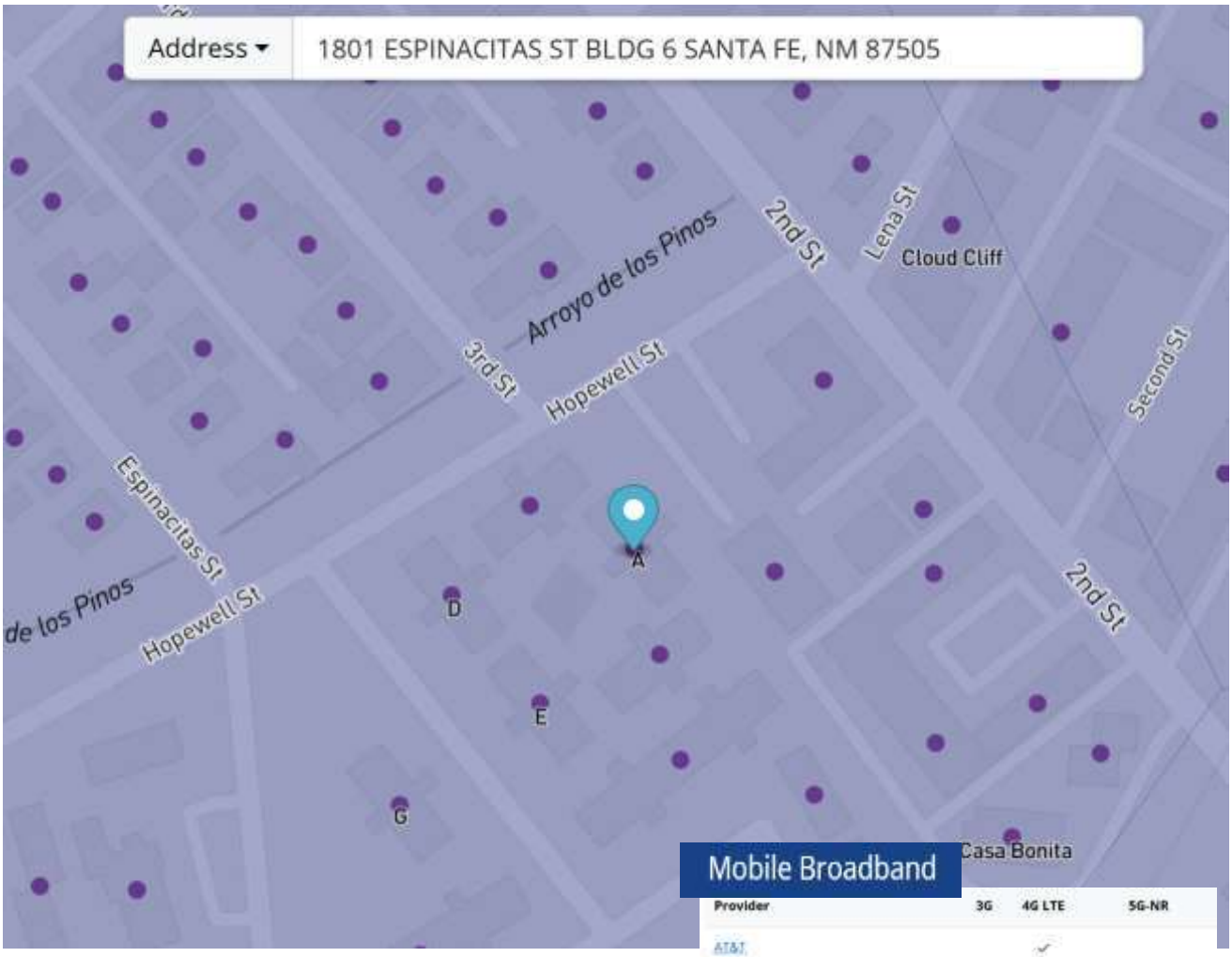
- 0 - 20%
- 20 - 40%
- 40 - 60%
- 60 - 80%
- 80 - 100%
- Address Location



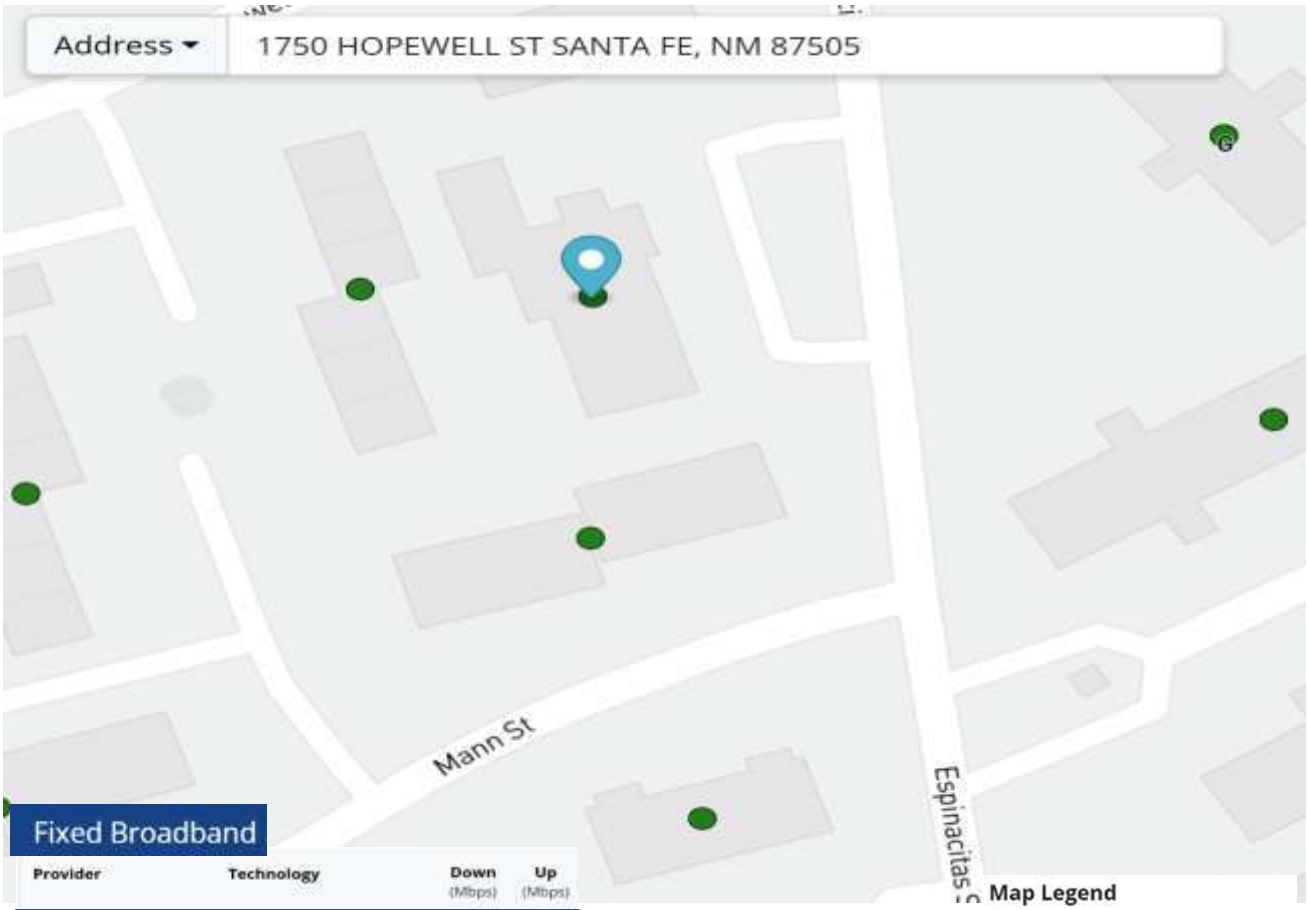
Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	100	10
HughesNet	GSO Satellite	100	5
Internet Services LLC	Unlicensed Fixed Wireless	10	1
Lobo Internet Services Ltd	Unlicensed Fixed Wireless	60	40
NMSurf	LBR Fixed Wireless	200	50
NMSurf	Licensed Fixed Wireless	200	50
NMSurf	Unlicensed Fixed Wireless	1000	1000
Starlink	NGSO Satellite	220	25
Verizon	Licensed Fixed Wireless	50	5
Viasat Inc	GSO Satellite	150	3
Xfinity	Cable	1200	35

Based upon the information contained in the MAP, 1801 Espinacitas St. Building 6 and those BSLs in the immediate area are considered served.



FCC National Broadband Map

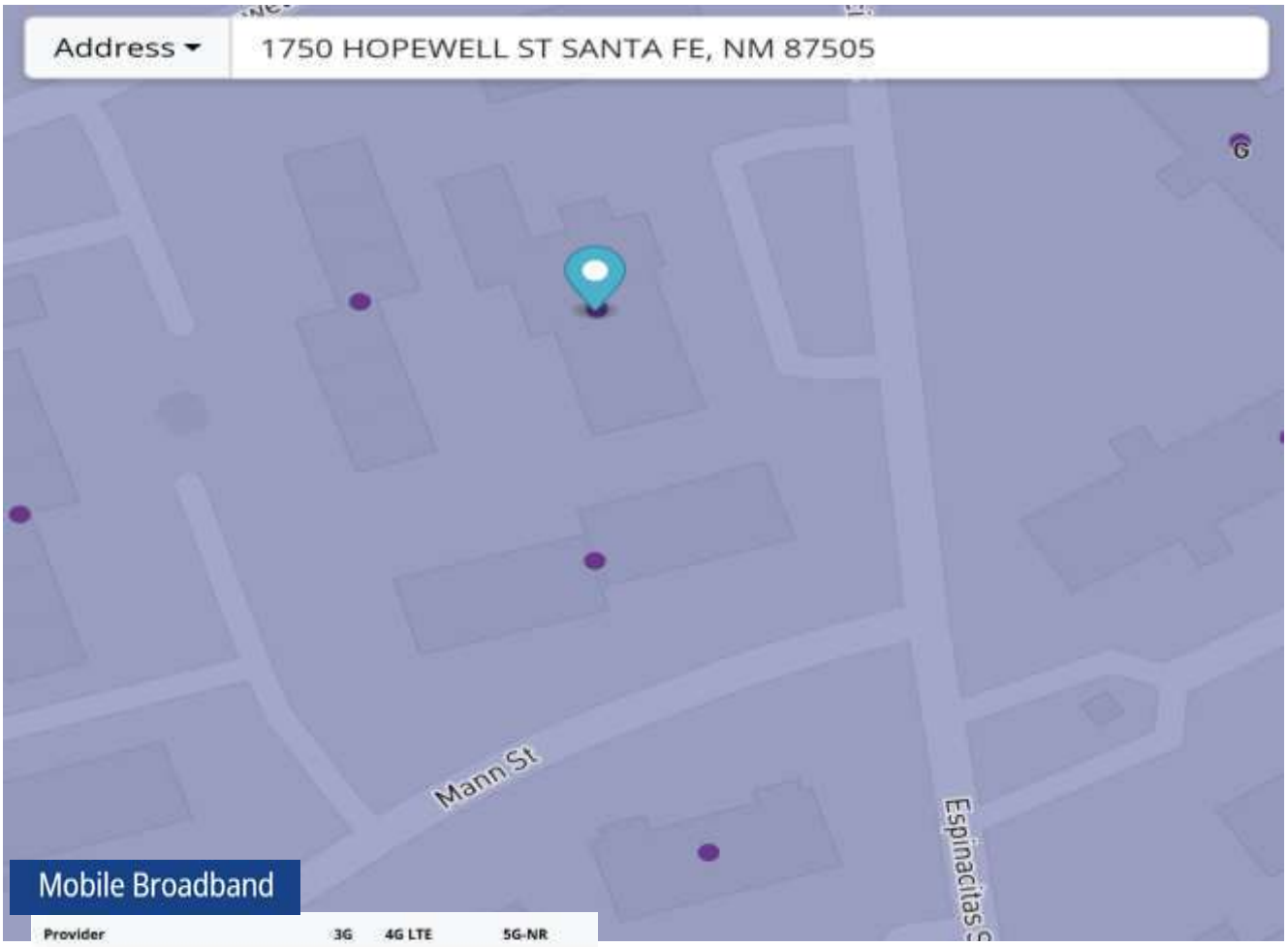


Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	40	3
HughesNet	GSO Satellite	100	5
Internet Services LLC	Unlicensed Fixed Wireless	10	1
Lobo Internet Services Ltd	Unlicensed Fixed Wireless	60	40
NMSurf	LBR Fixed Wireless	200	50
NMSurf	Licensed Fixed Wireless	200	50
NMSurf	Unlicensed Fixed Wireless	1000	1000
Starlink	NGSO Satellite	220	25
T-Mobile	Licensed Fixed Wireless	0.2	0.2
Viasat Inc	GSO Satellite	150	3
Xfinity	Cable	1200	35

1750 HOPEWELL ST
SANTA FE, NM 87505
Status: Served | Business and Residential | Unit Count: 9

Based upon the information contained in the MAP, 1750 Hopewell Street, and those BSLs in the immediate area are considered served.

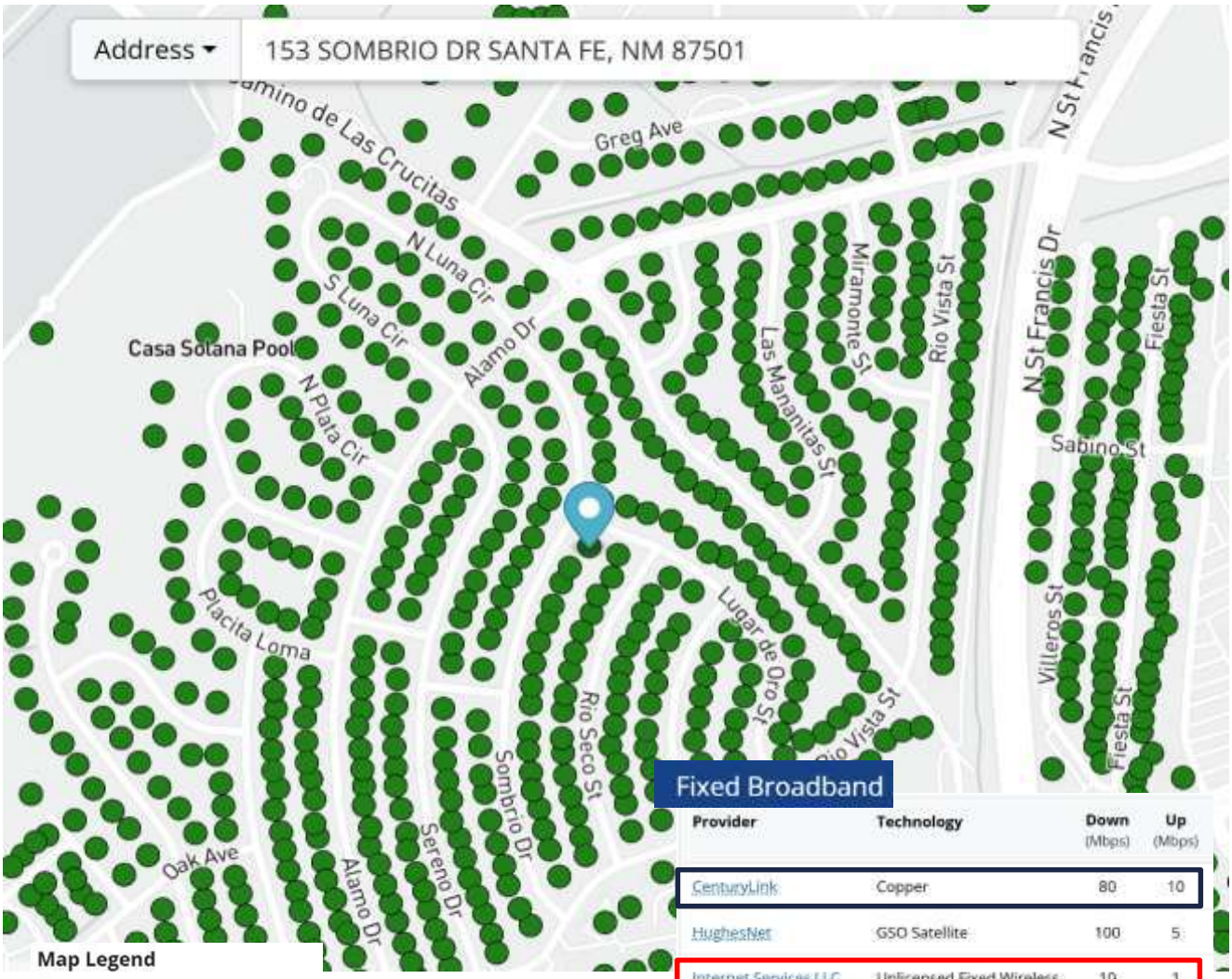


Mobile Broadband

Provider	3G	4G LTE	5G-NR
AT&T		✓	
Choice Wireless	✓	✓	
Project Genesis			✓ 7/1 ✓ 35/3
T-Mobile		✓	✓ 7/1 ✓ 35/3
Verizon		✓	✓ 7/1 ✓ 35/3

Map Legend
Percentage of Area Served
0 - 20%
20 - 40%
40 - 60%
60 - 80%
80 - 100%
Address Location

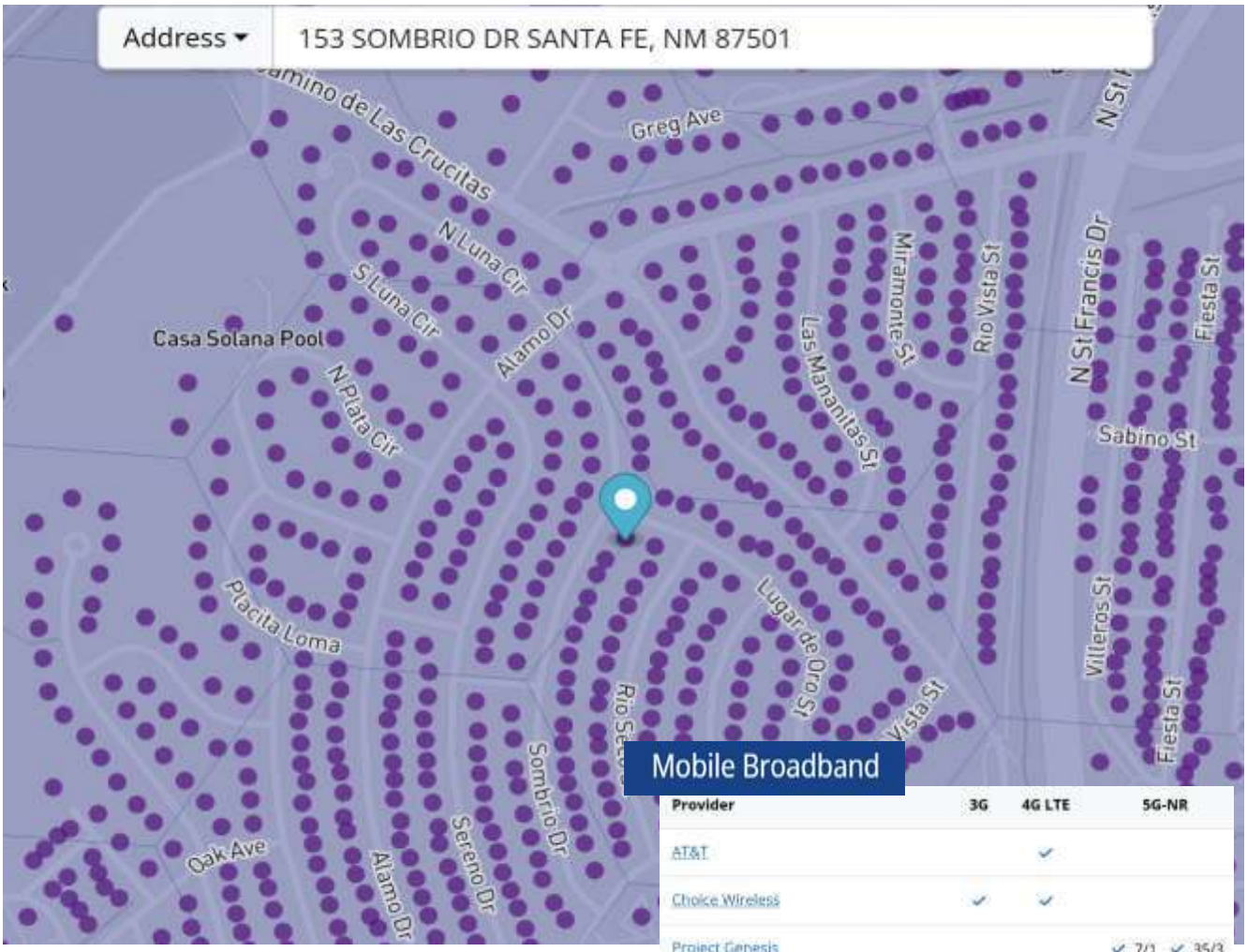
FCC National Broadband Map



Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	80	10
HughesNet	GSO Satellite	100	5
Internet Services LLC	Unlicensed Fixed Wireless	10	1
NMSurf	Unlicensed Fixed Wireless	1000	1000
NMSurf	LBR Fixed Wireless	200	50
NMSurf	Licensed Fixed Wireless	200	50
Starlink	NGSO Satellite	220	25
Viasat Inc	GSO Satellite	150	3
Xfinity	Cable	1200	35

Based upon the information contained in the MAP, 153 Sombrio Drive, and those BSLs in the immediate area are considered served.



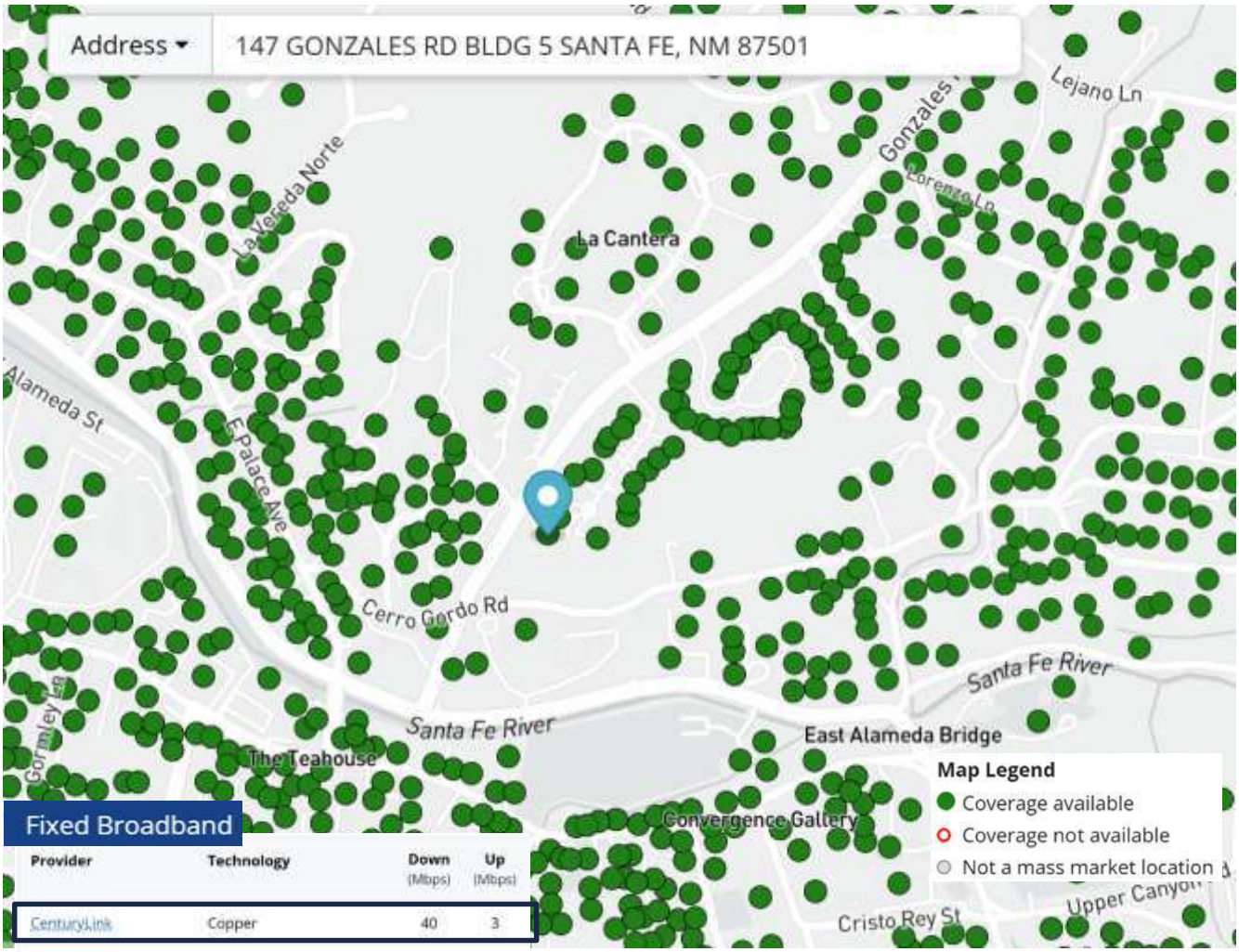
FCC National Broadband Map

Mobile Broadband

Provider	3G	4G LTE	5G-NR
AT&T		✓	
Choice Wireless	✓	✓	
Project Genesis			✓ 7/1 ✓ 35/3
T-Mobile		✓	✓ 7/1 ✓ 35/3
Verizon		✓	✓ 7/1 ✓ 35/3

Map Legend
Percentage of Area Served

- 0 - 20%
- 20 - 40%
- 40 - 60%
- 60 - 80%
- 80 - 100%
- Address Location

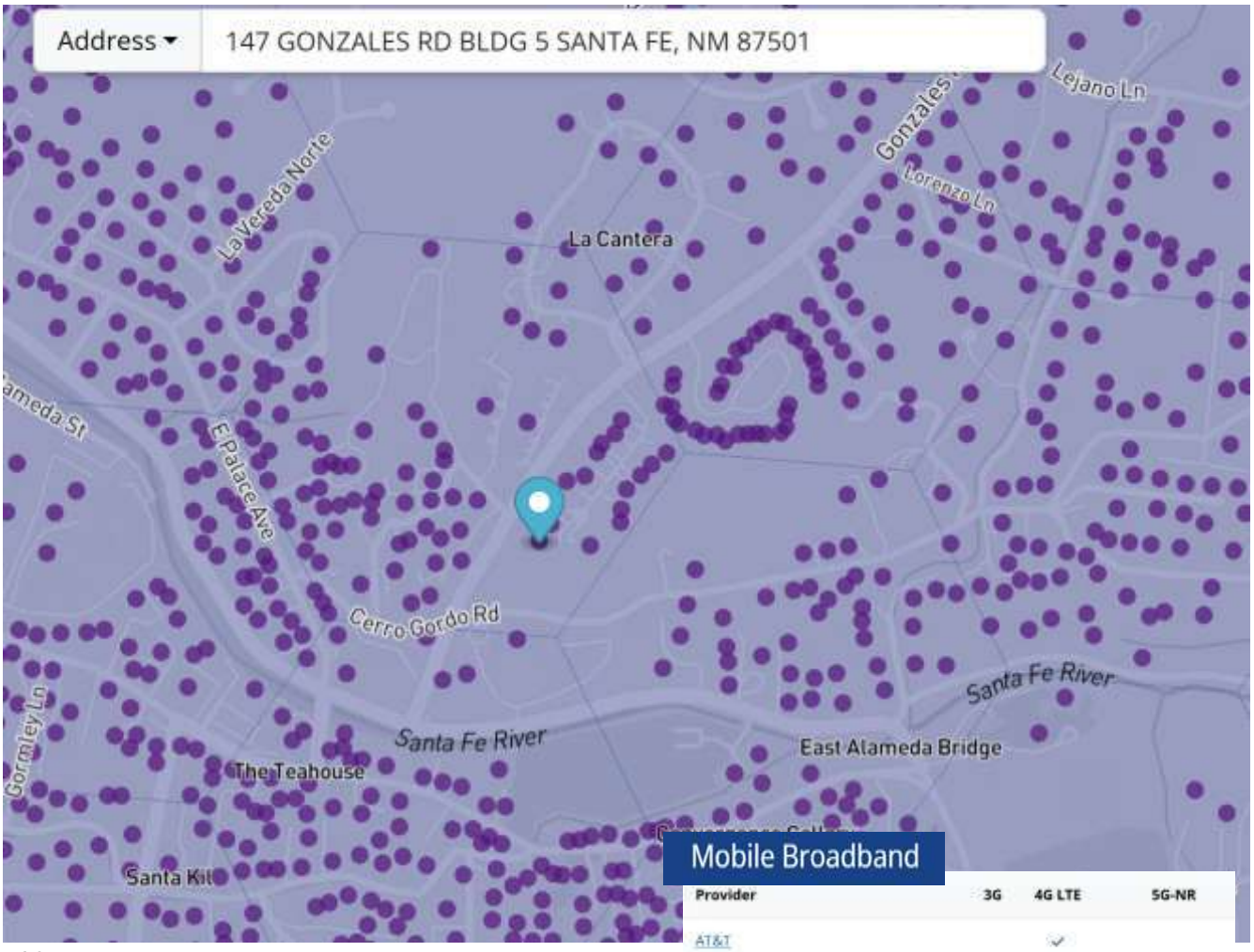


Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	40	3
HughesNet	GSO Satellite	100	5
Internet Services LLC	Unlicensed Fixed Wireless	10	1
NMSurf	Licensed Fixed Wireless	200	50
NMSurf	LBR Fixed Wireless	200	50
NMSurf	Unlicensed Fixed Wireless	1000	1000
Starlink	NGSO Satellite	220	25
Viasat Inc	GSO Satellite	150	3
Xfinity	Cable	1200	35

147 GONZALES RD BLDG 5
SANTA FE, NM 87501
Status: **Served** | Residential | Unit Count: 1

Based upon the information contained in the MAP, 147 Gonzales Road, and those BSLs in the immediate area are considered served.



FCC National Broadband Map

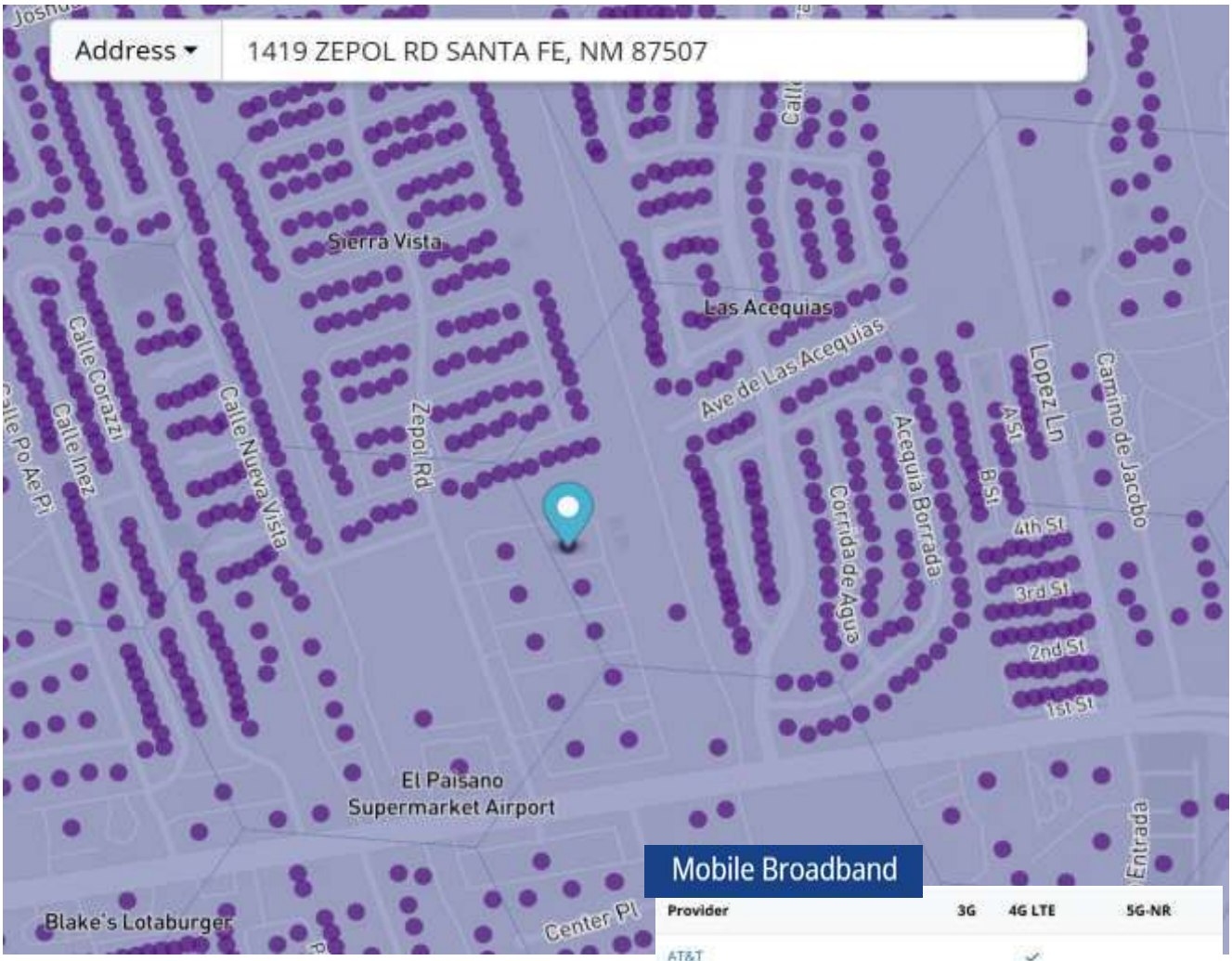




Fixed Broadband

Provider	Technology	Down (Mbps)	Up (Mbps)
CenturyLink	Copper	100	10
HughesNet	GSO Satellite	100	5
Internet Services LLC	Unlicensed Fixed Wireless	10	1
Labo Internet Services Ltd	Unlicensed Fixed Wireless	60	40
NMSurf	Licensed Fixed Wireless	200	50
NMSurf	LBR Fixed Wireless	200	50
NMSurf	Unlicensed Fixed Wireless	25	7
Starlink	NGSO Satellite	220	25
Viasat Inc	GSO Satellite	150	3
Xfinity	Cable	1200	35

Based upon the information contained in the MAP, 1419 Zepol Road, and those BSLs in the immediate area are considered served.



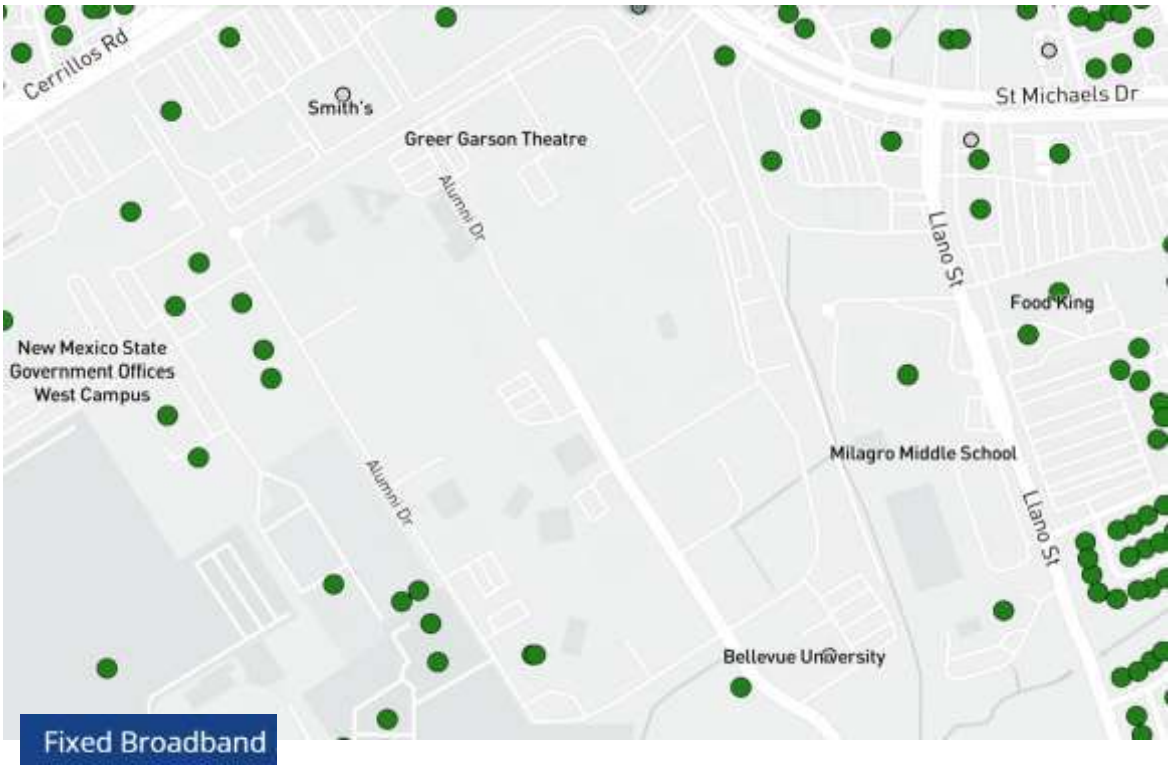
FCC National Broadband Map

Mobile Broadband

Provider	3G	4G LTE	5G-NR
AT&T		✓	
Choice Wireless	✓	✓	
Project Genesis			✓ 7/1
T-Mobile		✓	✓ 7/1 ✓ 35/3
Verizon		✓	✓ 7/1 ✓ 35/3

Map Legend
Percentage of Area Served
- 0 - 20%
- 20 - 40%
- 40 - 60%
- 60 - 80%
- 80 - 100%
- Address Location

Midtown Campus

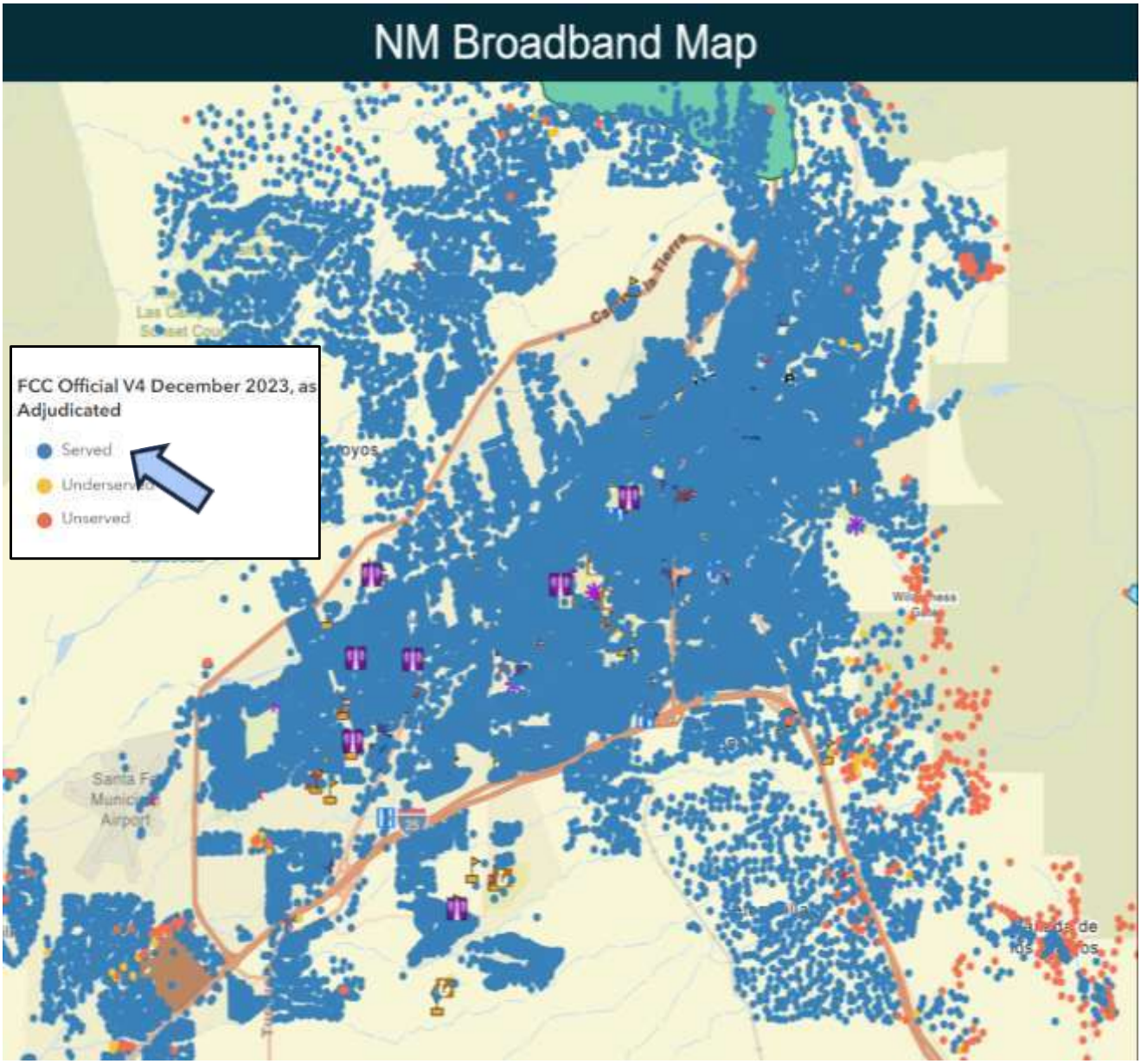




FCC National Broadband Map

The MAP does not reflect information related to either fixed or mobile broadband service within the Midtown Campus.

2. <u>State of New Mexico Office of Broadband Access and Expansion Map</u>
Updated on July 29, 2024 (reflecting V4 of the FCC Adjudicated locations), indicates the city of Santa Fe is sufficiently ***served*** by broadband service.



Courtesy of New Mexico Office of Broadband Access and Expansion

A review of the NM - MAP information for various areas within the City, the following excerpts are provided:






Midtown Campus
FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved
Cerrillos Rd
Saint Michaels Dr
College of Santa Fe
Camino Carlos Rey
Llano St
Siringo Rd
W Zia Rd
Avenida Chaparral
Camino Capitan
Camino San Patricio
Camino Cabestro
Camino Espuela
Camino Estribo
Rodeo Rd
Calle Calmo
Calle Dulcinea
Don Quixote
Calle Campeon
Via Berrenda
Galisteo Rd
Vivigen Way
Rodeo Park Dr W
Rodeo Park Dr E
S Saint Francis Dr
Yucca St
Rosina St
Pinon St
Chemin St
Luana St
Aspen St
Alumni Dr
Gen Franklin E Miles Park
Sheilaberger Tennis Center (closed)
Santa Fe Higher Education Center
De Vargas Junior High School
St Michaels Village East
Agapao Cellos and Tea
The Academy
Chaparral Elementary School
Ragle Park
Mesbok

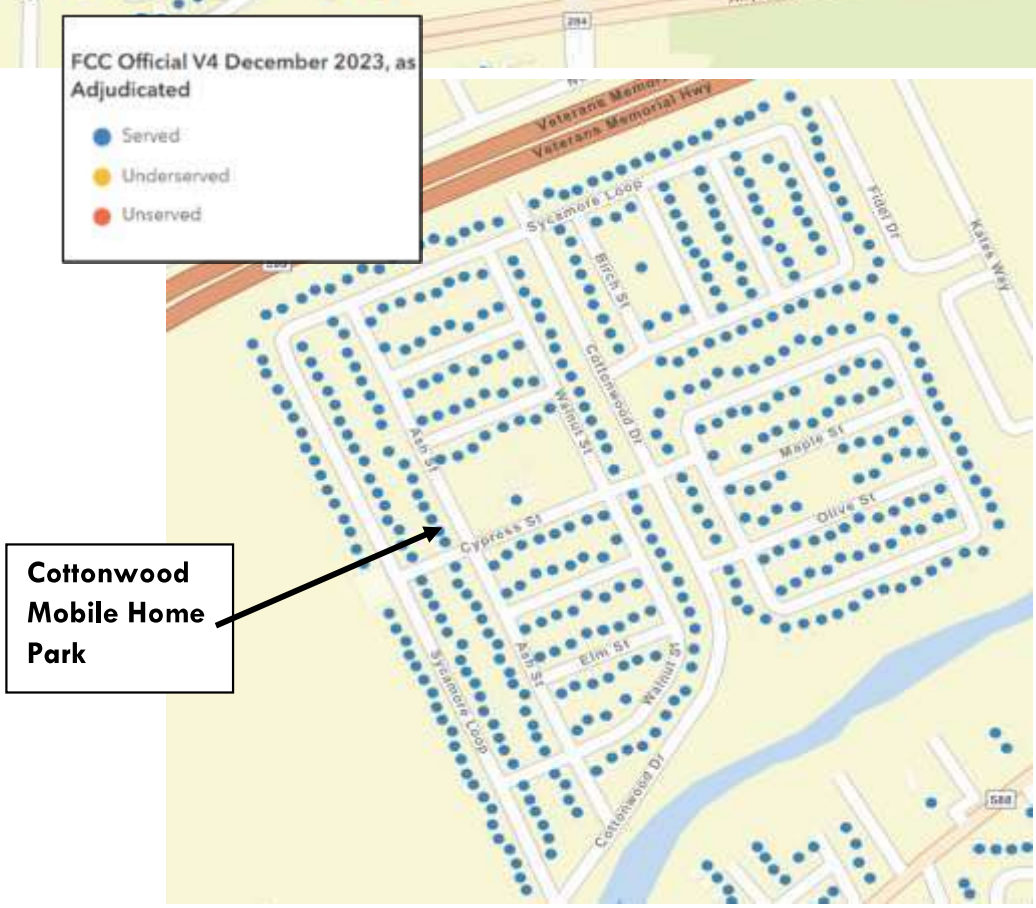

300
300
Rodeo Rd
Pueblos de Rodeo Road
La Avenida de San Marcos
Calle de Molina
S Richards Ave
Pisano Elementary School
FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved
Villa Linda Park
Arroyo de Los Chamisos
Big Sky Rd
Rising Sun Dr
Dancing Ground Rd
Nava Ade
Sandia Vista Rd
Emblem Rd
New Moon Cir
Laughing Crow Ln
Rising Sky
Hondas Ln
Governor Miles Rd
Autumn Leaf Ln

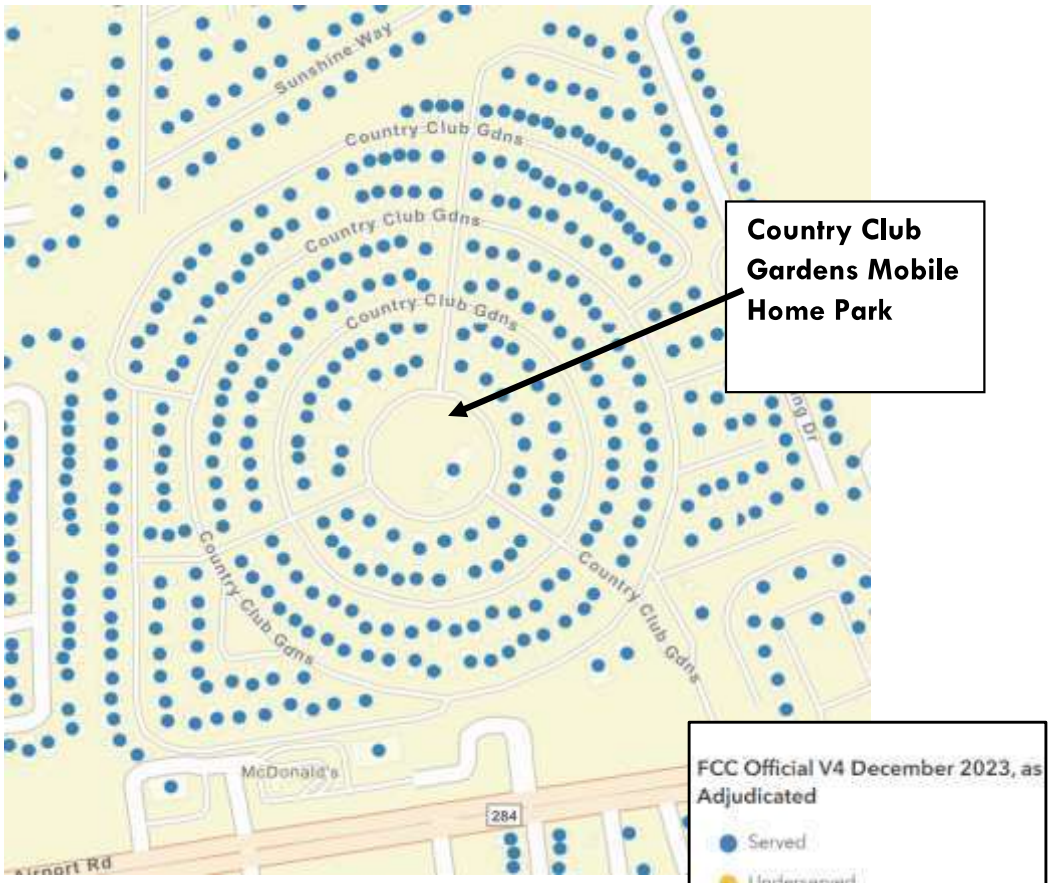

FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved
Berry Ave
3rd St
4th St
Jay St
Quapaw St
Espinacitas St
Hopewell St
Mann St
C De Baca Ln
Lena St
2nd St
W San Mateo Rd
Fiesta-Villeros Streets
N Plata Cir
Alamo Dr
Sereno Dr
Sombrio Dr
Las Manamitas St
Rio Vista St
Placita Loma
Spruce St
Lugar de Oro St
Camino de Las Crucitas
Villeros St
Fiesta St
N Saint Francis Dr
Rio Seco St
Solana Dr
Oak Ave
Gonzales Community School
La Nueva Casa Solana
W Alameda



When reviewing the NM-MAP, the trailer parks that were included in the ARPA grant for Wi-Fi accessibility deployment indicate that they are **100% served** by broadband service.


Riverside Mobile Home Park
Constellation Dr
Elk Horn Rd
Calle Norte
Sandy Creek Rd
Riverside Loop
La Jara Rd
Riverside Dr
Agua Fria St
Calle Jenah
Calle Cisco
Calle Daniel
Camino Juliana
Wolf Creek Rd
Airport Rd
Constellation Way
Madison Rd
N Platte Rd
Platte Rd
Gunnison Rd
Avenida Villena
284


FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved
Cottonwood Mobile Home Park
Veterans Memorial Hwy
Sycamore Loop
Birch St
Cottonwood Dr
Walnut St
Ash St
Maple St
Olive St
Cypress St
Elm St
Fidel Dr
Kates Way
588

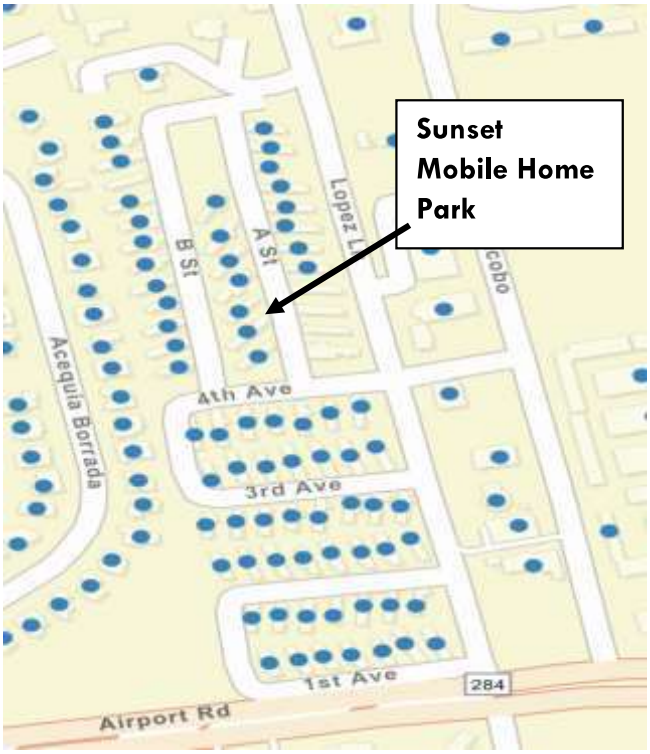

Sunshine Way
Country Club Gdns
Country Club Gdns
Country Club Gdns
Country Club Gdns
Country Club Gdns
Country Club Gdns
McDonald's
284
Airport Rd
Country Club Gardens Mobile Home Park
FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved


284
Ash
Casitas de Santa Fe
Casitas de Santa Fe
Casitas de Santa Fe
Peach Dr
Plum Dr
Verda de Valencia
Camino Entrada
Oak
Oak
Maple
La Vela Rd
Jemez Rd
Casitas de Santa Fe Mobile Home Park

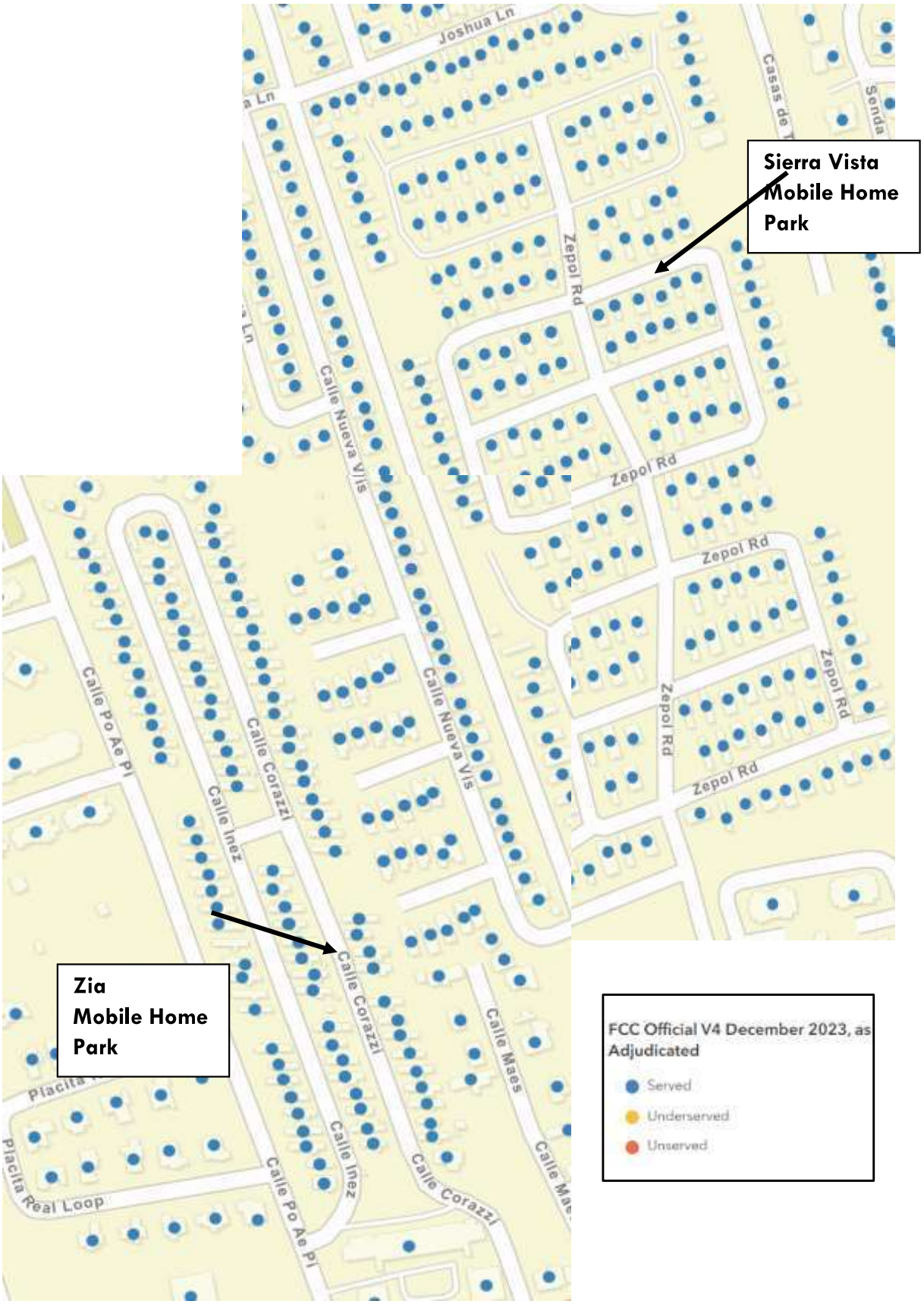

Atocha Mobile Home Park
Trailer Ranch Mobile Home Park
FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved
Camino de Manuel
North Camino Atocha
Vereda Josefita
South Camino Atocha
Cerrillos Rd
Hampton Inn Santa Fe


Vagabond Mobile Home Park
Cerrillos Rd
Vegas Verdes
Vegas Verdes
Vegas Verdes Dr
Hampton Inn Santa Fe
14
Cerrillos Rd


Scott's Mobile Home Park
Cerrillos Rd
Cerrillos Rd
Cerrillos Rd
Cerrillos Rd
Cerrillos Rd

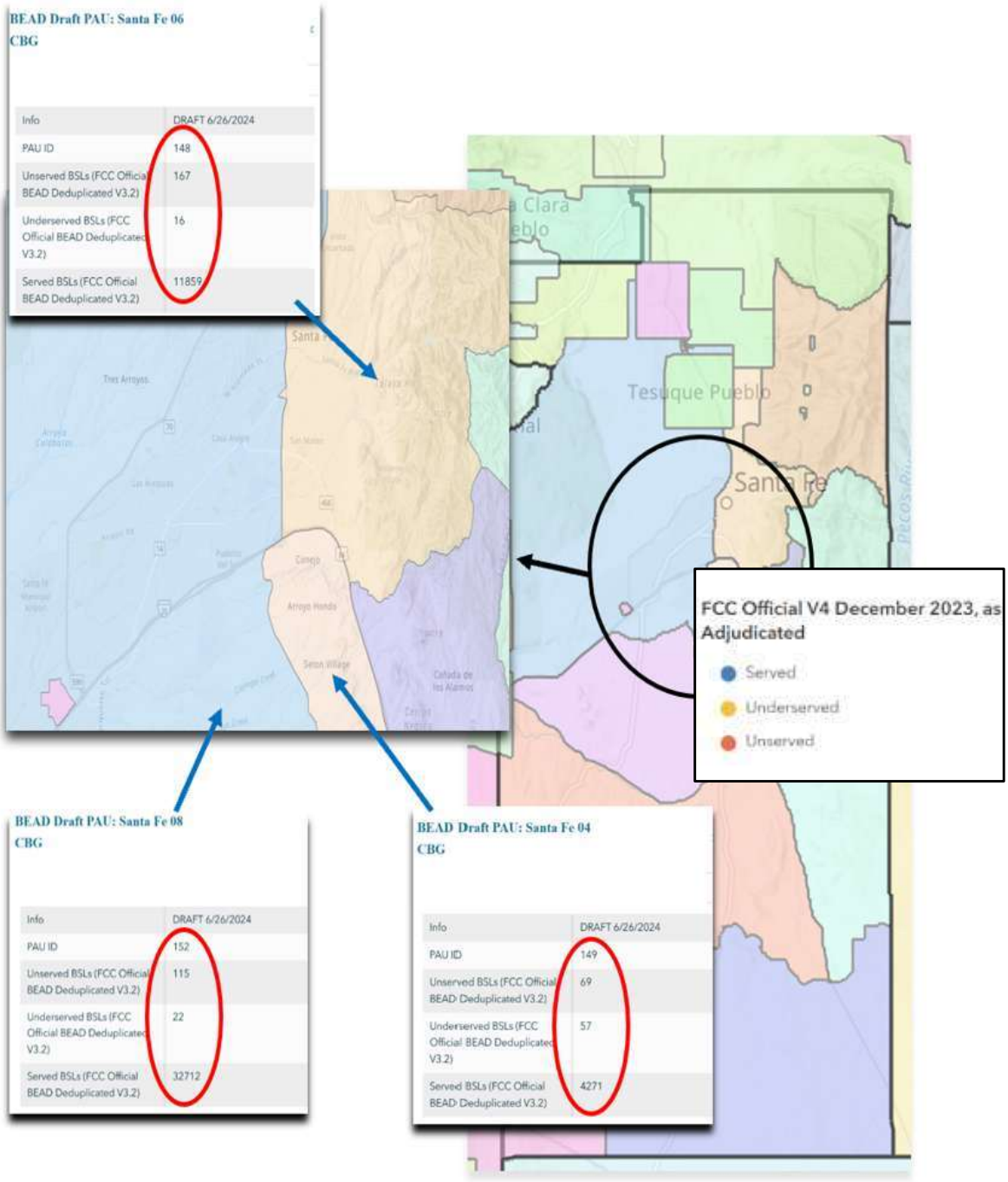

Sunset Mobile Home Park
B St
A St
Lopez L
Cobo
Acequia Borrada
4th Ave
3rd Ave
1st Ave
284
Airport Rd

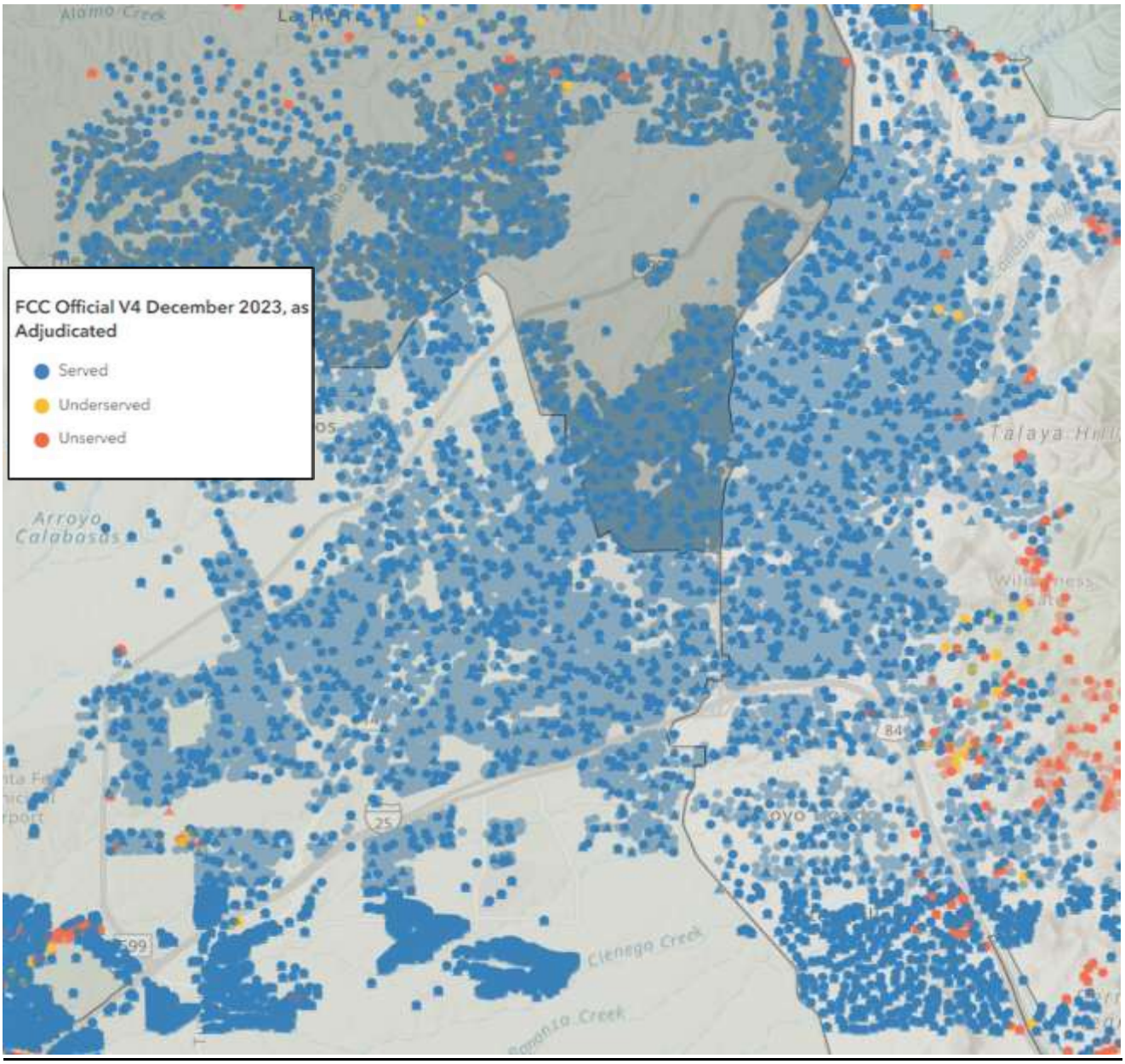

FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved


Sierra Vista Mobile Home Park
Zia Mobile Home Park
Joshua Ln
Zepol Rd
Calle Nueva Vis
Calle Corazzi
Calle Inez
Calle Maes
Calle Po Ae Pl
Placita Real Loop
FCC Official V4 December 2023, as Adjudicated
Served
Underserved
Unserved

3. State of New Mexico BEAD Project Area Units

Published as part of the state of New Mexico's Broadband Equity Access and Deployment program (BEAD), the draft Project Area Units (PAU) were developed to identify areas where broadband deployment projects are eligible for funding based upon served, unserved and underserved locations.





Courtesy of New Mexico Office of Broadband Access and Expansion

The information contained in the NM Grants for Broadband indicates that the City has very few unserved or underserved locations, therefore, BEAD eligible projects would be limited in scope and/or potential funding.

4. <u>City of Santa Fe – Broadband Initiatives</u>

a. Franchise Agreements: The City continues to work on franchise agreements with potential new broadband service providers in the City. To this end, Vexus Fiber is developing a City-wide fiber network that will provide Fiber Optic Broadband services from 150Mb to 5 Gigabit symmetrical speeds to about 10,000 homes and businesses.



Initial planned PON Service Area comprises 2 of the 9 LCP Active areas for the City design.

At the time of this report, there has been no large scale network buildout.

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b. Other Private Initiatives: Plateau Wireless received a Round 1 - NTIA grant to deploy “middle mile” broadband from the Santa Fe County Point of Presence located at the Santa Fe County Fair Grounds (adjacent to the Genoveva Chavez Community Center) to Tijeras, New Mexico, along NM Highway 14.



Although this Project does not impact efforts by the City, as a condition of the grant, Plateau is required to provide service to any Community Anchor Institution within 1000’ of the centerline of the alignment, which would include City facilities along or within the alignment.

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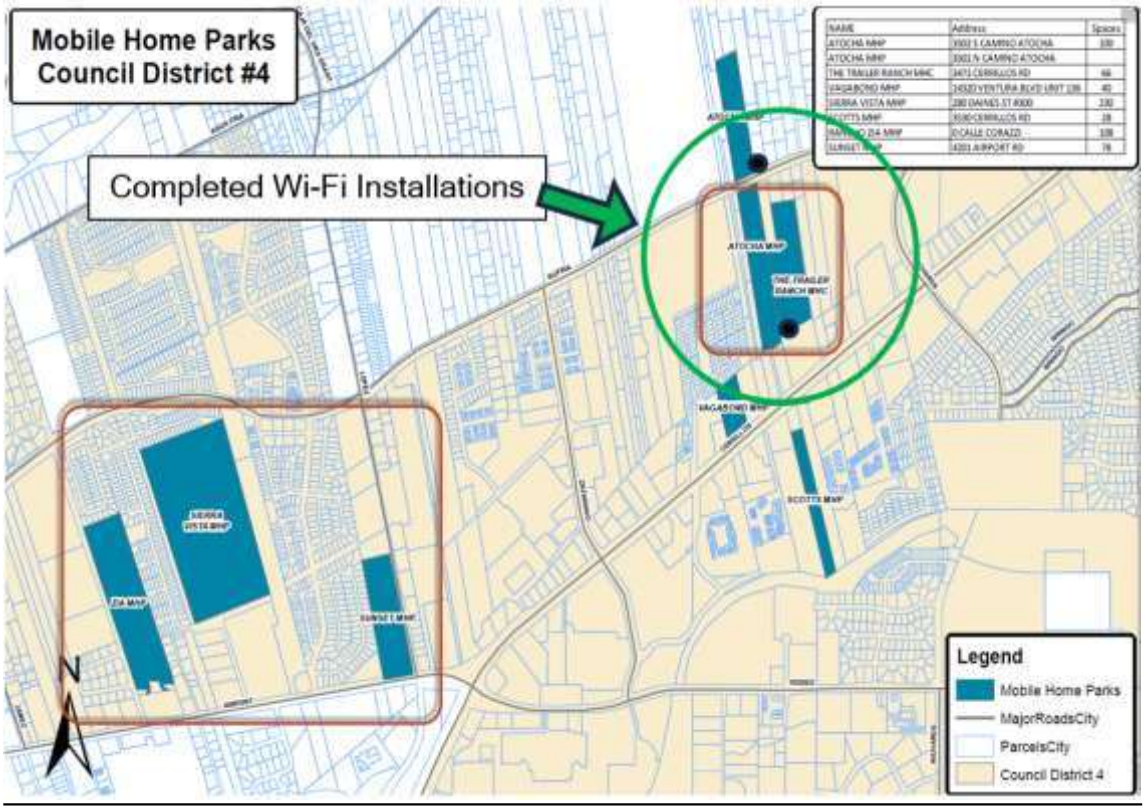
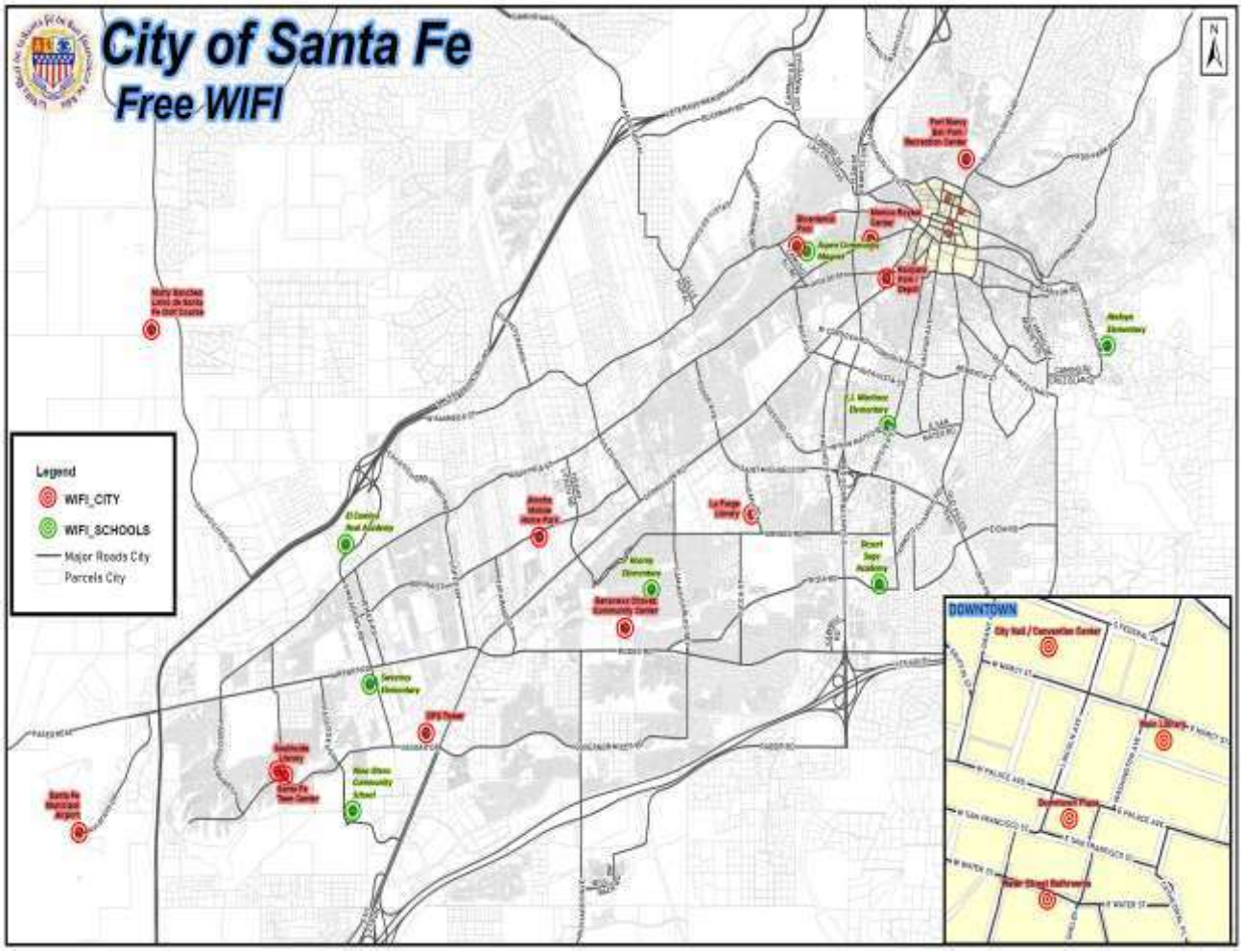
c. City Projects: As part of the City's ARPA funding, the City initiated its **Community Wi-Fi Accessibility Project** (Project), which is intended to provide no-cost Wi-Fi accessibility to City residents.

To date the Project has been completed in the Atocha and Trailer Ranch mobile home parks, with the deployment of three (3) WIFI poles that provide 25/3 broadband service to households, with the recurring costs borne by the City's ITT department.



In addition to the Atocha Mobile Home Park location, the City provided additional Free Wi-Fi locations, and in partnership with the Santa Fe Public School District developed free Wi Fi locations at school sites.



As an extension of the Project, the City's **TechConnect Program** within the library system has been providing free Wi-Fi accessibility to residents by providing Wi-Fi access via laptops and hotspots.

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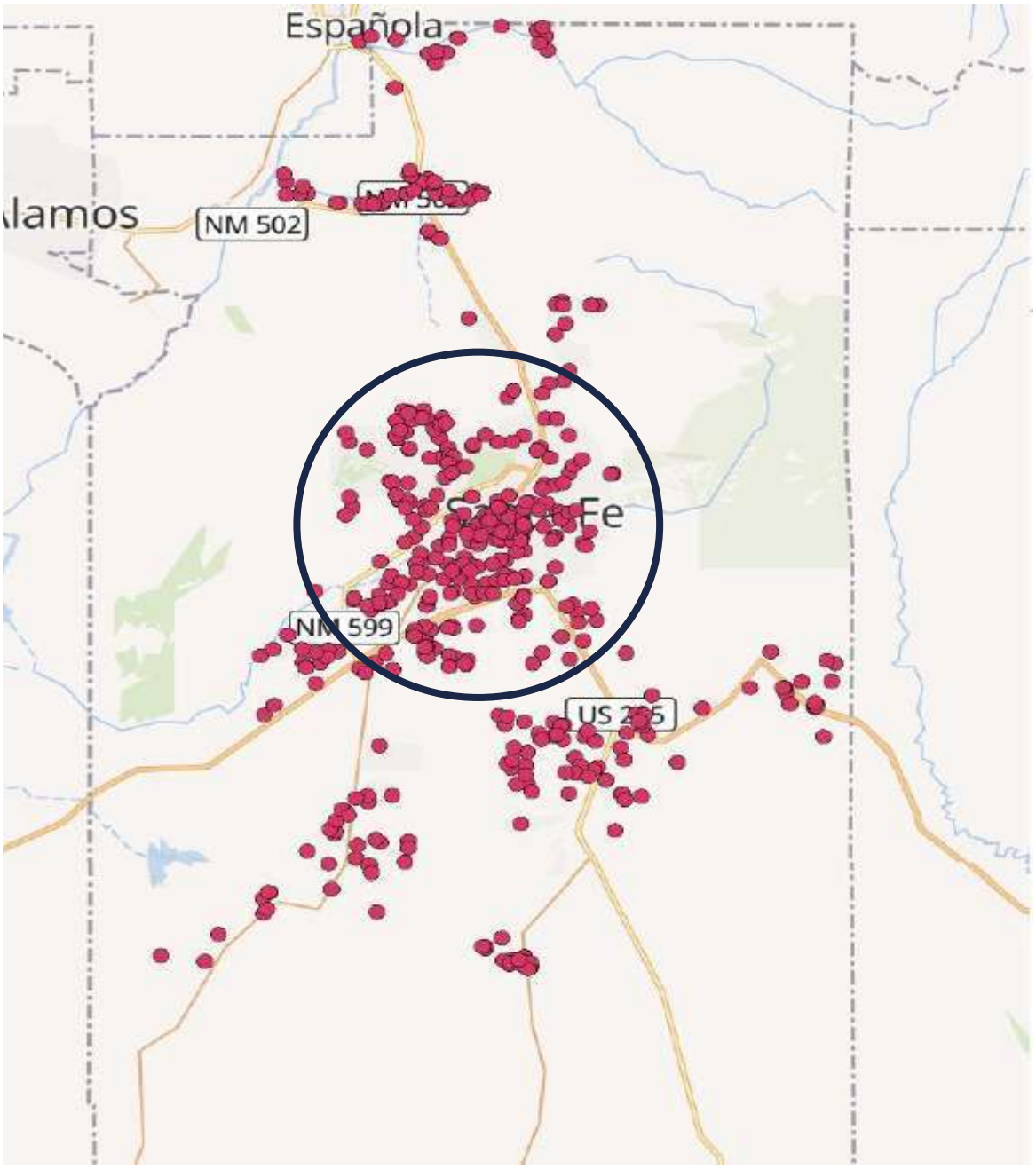
5. Santa Fe County Community Broadband Survey

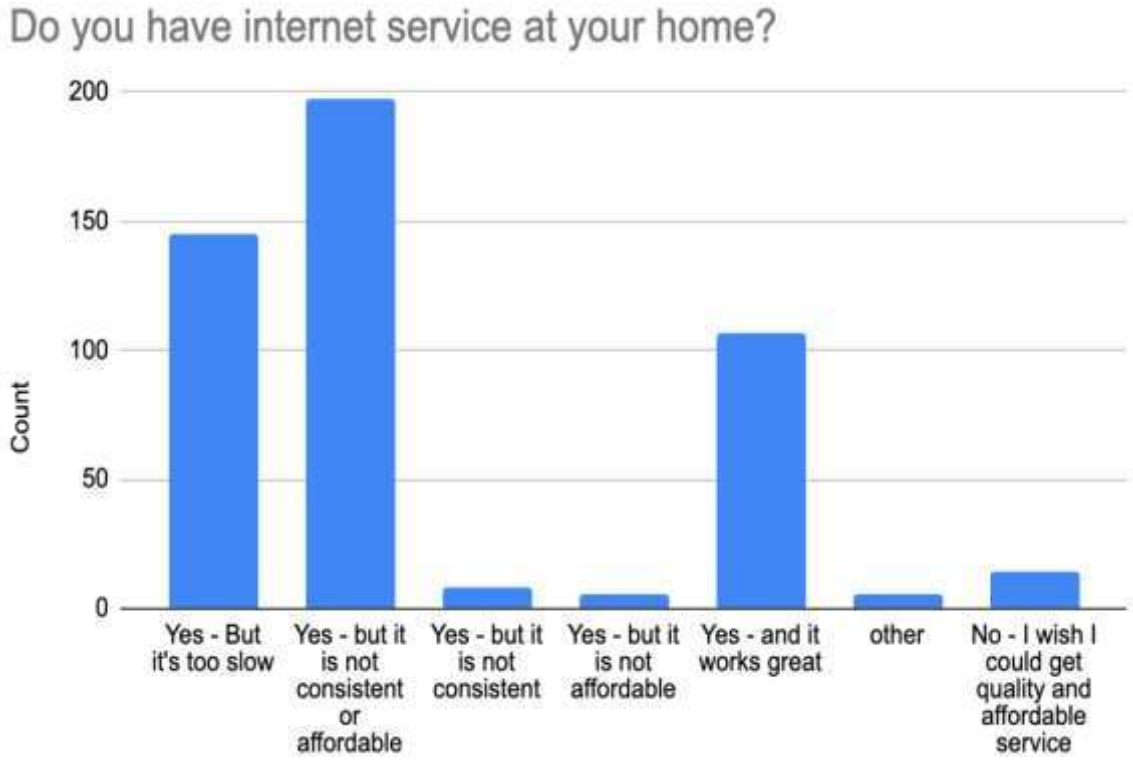
A review of the Santa Fe County Community Broadband Survey Results, prepared for the Santa Fe County Broadband Working Group under direction of the Economic Development Division was undertaken.

While the SURVEY was County wide, the responses included a substantial number from within the boundaries of the City.

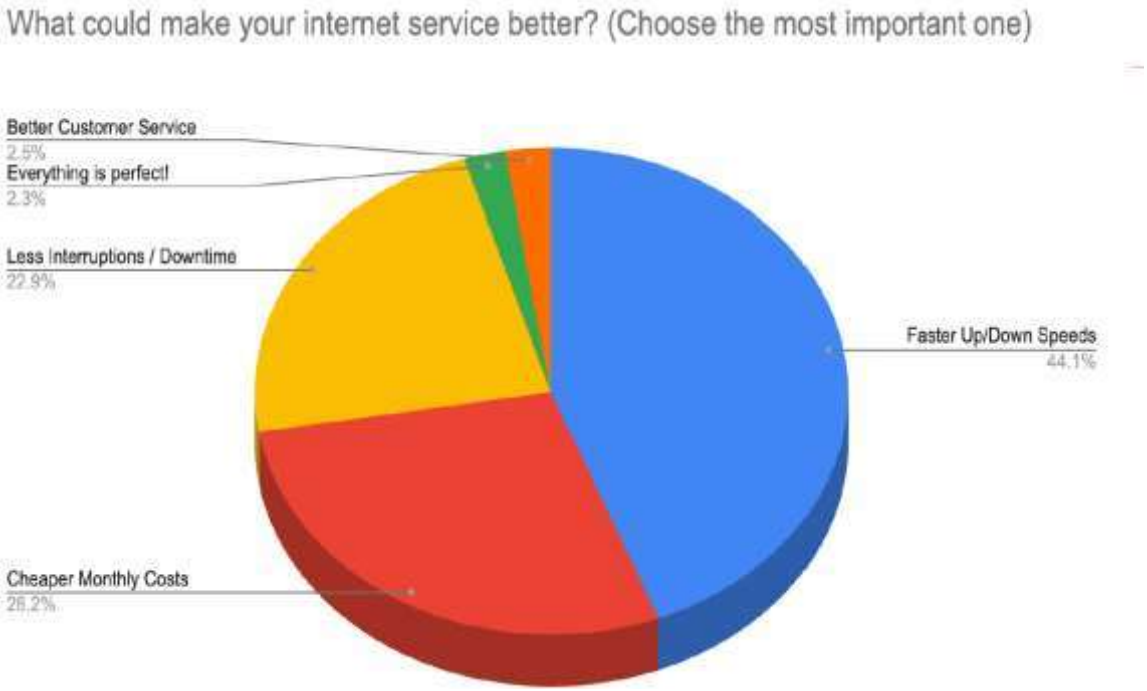


Survey response locations provided in the Santa Fe County Community Broadband Survey Results

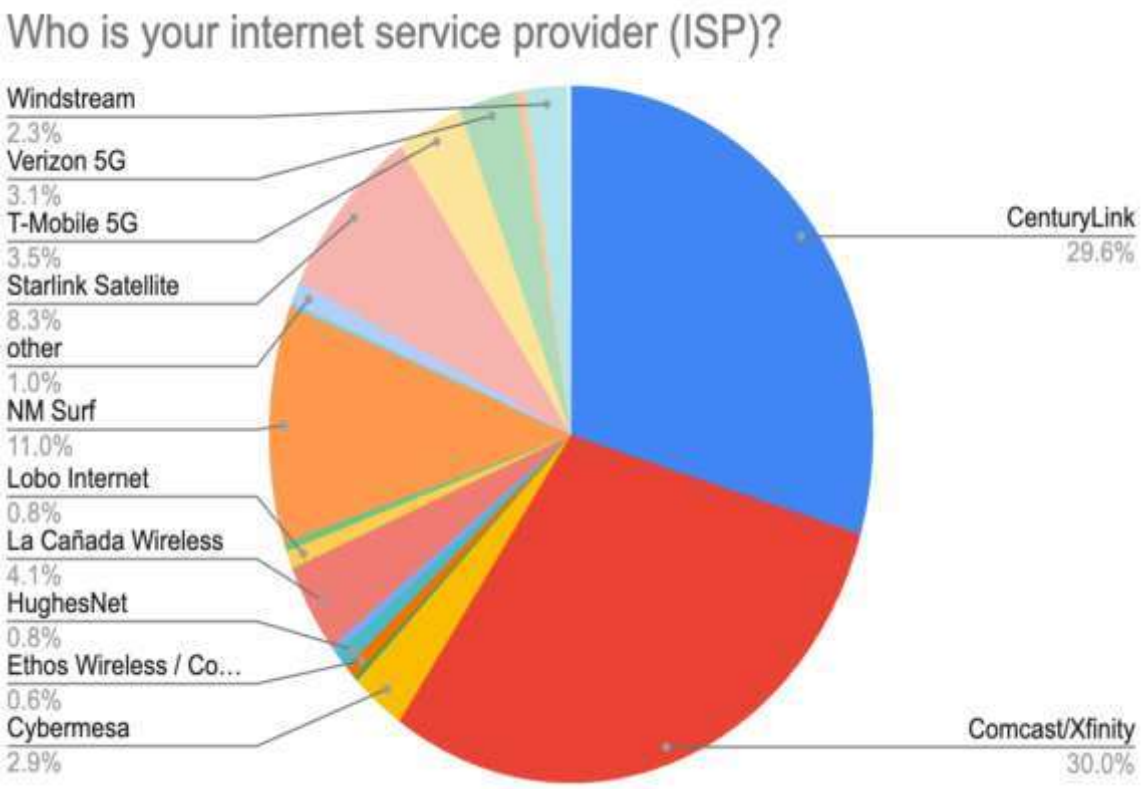
The SURVEY provided responses from 504 respondents to various questions including:



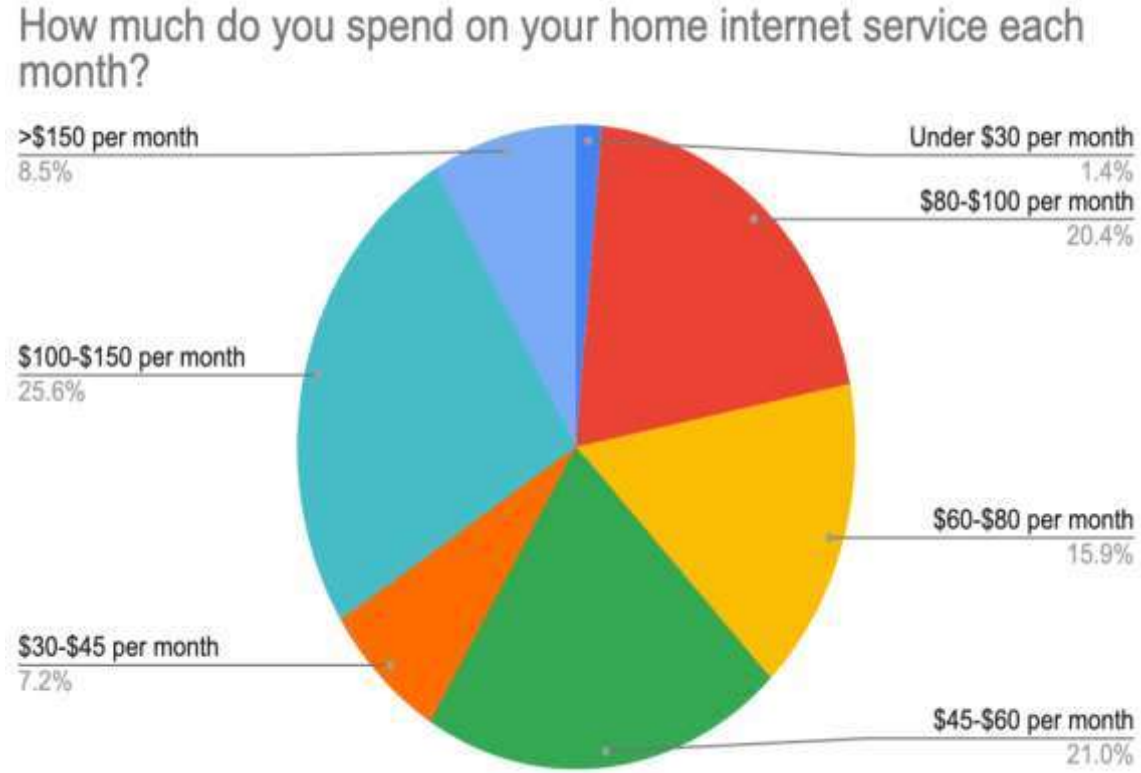
Information contained in the Santa Fe County Community Broadband Survey Results



Information contained in the Santa Fe County Community Broadband Survey Results



Information contained in the Santa Fe County Community Broadband Survey Results



In addition, the Survey contained the following overall summaries of feedback:

OVERALL SUMMARY OF FEEDBACK THEMES

Reliability Issues:
- Many respondents reported frequent outages, slow speeds, and inconsistent service across various providers. CenturyLink, Comcast, and NM Surf were frequently mentioned in this context. Reliability is a major pain point, especially for those who work from home or rely on the internet for essential services.

Limited Options:
- Several respondents expressed frustration with the lack of alternative providers in their area, leaving them with no choice or only expensive alternatives. Limited options are perceived to have led to monopolies or near-monopolies, resulting in higher prices and lower quality of service.

Speed Concerns:
- Slow internet speeds were a common complaint, with many respondents dissatisfied with the download and upload speeds providedby their ISPs. Even when higher speeds were advertised, users often reported receiving much slower speeds in reality.

Cost and Affordability:
- Cost was another significant concern, with many respondents expressing dissatisfaction with the high prices they pay for subpar service. Some users mentioned that the cost of internet service is prohibitive, especially considering the quality of service they receive.

Customer Service Issues:
- Poor customer service experiences were prevalent, including difficulties in reaching support representatives, long wait times, and ineffective resolutions to problems. Lack of responsiveness and communication from ISPs exacerbated user frustrations.

Information contained in the Santa Fe County Community Broadband Survey Results

OVERALL SUMMARY OF FEEDBACK THEMES, CON'T.

Infrastructure Challenges:
- Some respondents mentioned infrastructure limitations, such as outdated cables or the absence of fiber optic networks, as reasons for their poor internet service. Geographical factors, like living in remote areas or valleys, were cited as barriers to improving internet connectivity.

Desire for Better Options:
- Overall, there is a strong desire for better internet options, including faster speeds, more reliable service, and competitive pricing. Users expressed a need for increased competition among ISPs to drive improvements in service quality and affordability.

Accessibility Concerns:
- Respondents highlighted the importance of equitable access to high-speed internet, especially for those in rural or underserved areas. The digital divide was mentioned, with calls for initiatives to bridge the gap and ensure that everyone has access to essential online services.

Alternative Solutions:
- Some mentioned having exploring alternative solutions, such as satellite internet (e.g., Starlink), mobile hotspots, or community-owned networks, to address their internet connectivity issues. However, these alternatives were not always feasible or affordable.

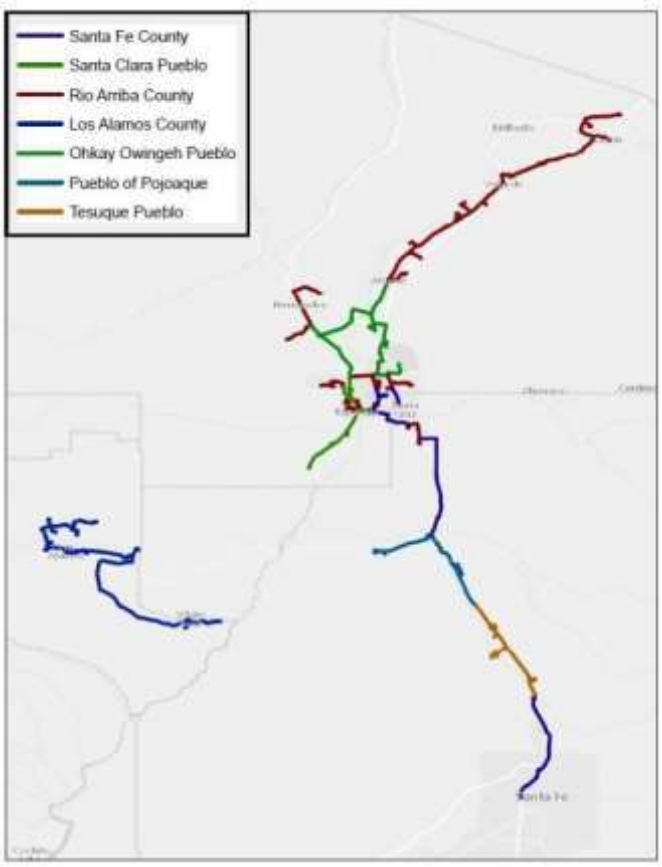
Advocacy and Community Action:
- There were calls for advocacy and community action to address internet infrastructure challenges, lobby for better service, and hold ISPs accountable for their performance. Collaborative efforts among residents, local governments, and organizations were seen as potential solutions to improving internet access and quality of service.

Information contained in the Santa Fe County Community Broadband Survey Results

6. REDINet

REDINet is a high-speed, open access, community broadband network located in Northern New Mexico. It is owned and operated by a consortium of local and tribal governments.

REDINet has its roots in the 2008 regional economic development effort called REDI, which stands for Northern New Mexico Regional Economic Development Initiative. REDI identified high-speed broadband as the region's number one infrastructure priority, resulting in an application for American Recovery and Reinvestment Act funding.



Courtesy of REDINet

With three (3) points of interconnection of middle mile fiber within the City, REDINet has the current capabilities of providing backhaul (middle mile fiber) to projects developed within the City.

Conclusion: Based upon the broadband infrastructure data, consultation with fiber contractors, internet service providers, and the fact the City continues to review and approve franchise agreement applications for broadband service providers, the City has sufficient and varied access to broadband service.

ii. Cost Barriers

With sufficient and varied broadband infrastructure within the City, instead of reviewing the costs necessary to develop/deploy new broadband infrastructure, a review of cost barriers from the perspective of the consumer/end-user was conducted.

The FCC Broadband Map provided a listing of ISPs and their respective broadband service speeds. When evaluating cost barriers, the broadband service price points established by OBAE - BEAD Urban Rates Survey was compared to offered ISP price points.

- The reference price point for 100/20 Mbps is $70.65.
- The reference price point for symmetrical 1 Gbps is $99.26.

Internet Service Provider	Service Speeds	Service Type	Monthly Cost	Price Guarantee/Contract Term	Conditions to Price
Xfinity (Comcast)	150 Mbps	Fiber	$ 64.00	24 months	Modem is not included + $15.00/month
	1200 Mbps		$ 95.00	None	Modem is included
Verizon 5G Home Internet	10Gbps	Cellular & Fixed Wireless	$ 35.00	24 months	after initial 24 months price increases to $60.00 month
	10Gbps		$ 45.00	36 months	after initial 36 months price increases to $80.00 month
T Mobile Home Internet	10Gbps	Cellular & Fixed Wireless	$ 50.00	24 months	Auto-pay Internet Unlimited
	10Gbps		$ 70.00		Auto-pay Internet Plue
NM Surf	up to 100/25 Mbps	Fixed Wireless	$ 59.99	24 months	includes antenna lease
	up to 200/50 Mbps		$ 84.99	24 months	includes antenna lease
	up to 300/75 Mbps		$ 94.99	24 months	includes antenna lease
	up to 400/100 Mbps		$ 104.99	24 months	includes antenna lease
Century Link	100Mbps	Fiber	$ 55.00	None	limited availability
	940Mbps		$ 75.00	None	limited availability
Plateau Telecommunications	100Mbps	Fiber	$ 60.00	None	None
	500Mbps		$ 70.00	None	None
	1000Mbps		$ 80.00	None	None
	10/1.3Mbps		$ 40.00	None	DSL
	25/1.3Mbps		$ 55.00	None	DSL
Ezee Fiber	1G symmetrical	Fiber	$ 69.00	None	life-time pricing
	2G symmetrical		$ 89.00	None	life-time pricing
	5G symmetrical		$ 99.00	None	life-time pricing
	8G symmetrical		$ 119.00	None	life-time pricing
Vexus Fiber	5G symmetrical	Fiber	$ 99.00	None	
HughesNet	100Gbps/50Mbps	Satellite	$ 49.99	None	Price Lock Guarantee
Starlink	45-140Mbps/10-20Mbps	Satellite	$ 80.00	None	Residential Lite
			$ 120.00	None	Residential
ViaSat	56/5Mbps	Satellite	$ 99.00	None	$15.00 month equipment lease
Resound Networks	*unknown*	Fiber	-	-	*pricing or service data not available "coming soon"*

Conclusion: Based upon the pricing data and in consultation with Internet Service Providers, broadband service in the City generally meets the requirements for affordable broadband service.

iii. Digital Divide

Referred to as the gap between those with internet access and those without it, the Divide exacerbates disparities in education, health care, and economic development, as individuals/households struggle to access online resources essential for modern life.

The Divide must be assessed with factors such as access, quality/reliability, affordability, and relevance.

- Access: Is there available access to the Internet in your area? Is there a nearby point of connection to the Internet? If yes, this is just the first step to having Internet access.

  There is a miss-conception that access to broadband is what is received on a cellular device and network. The true access to broadband is service to a location that is either fixed fiber (aerial or underground) or fixed wireless fiber to a BSL with equipment location upon and within the location. In addition, in June 2025, the FCC issued a policy memorandum to include satellite service as an allowable and acceptable form of broadband service.

  To evaluate this factor, a sampling of the FCC National Broadband Map and the OBAE NM Broadband Map were reviewed. ***Conclusion: The sampling reflects that the city of Santa Fe has sufficient and varied Access to both fixed and fixed wireless broadband service. In addition, with the development of the VEXUS, Plateau and Ezee Fiber projects, there will be a greater degree of available internet providers in the City, which will ultimately lead to competitive pricing for service options.***

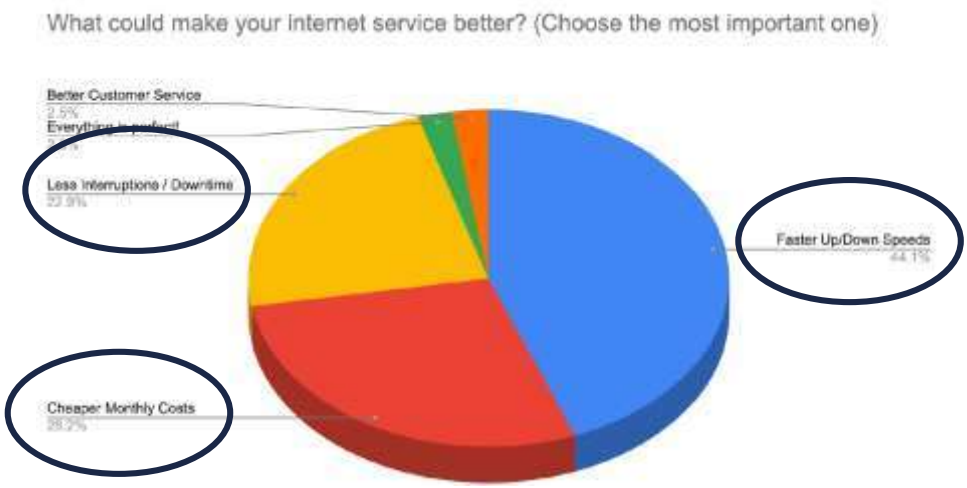
- Quality/Reliability: Are the upload and download speeds sufficient for the local needs of Internet users?

  To assess this factor, a sampling of the FCC National Broadband Map, the OBAE NM Broadband Map , and results from Santa Fe County's Broadband Survey were reviewed.

  Conclusion: Based upon the sampling of both Maps, the information reported and accepted by the FCC indicates that the city of Santa Fe BSLs have at least one type of fixed broadband service available that can provide sufficient upload and download speeds.

However, generally taking the information contained in the Santa Fe County Broadband Survey Results, most survey respondents indicated that the speeds, reliability, and monthly costs were not sufficient or consistent.

Additionally, “Many respondents reported frequent outages, slow speeds, and inconsistent service across various providers. CenturyLink, Comcast, and NM Surf were frequently mentioned in this context. Reliability is a major point, especially for those who work from home or rely on the internet for essential services.”



Information contained in the Santa Fe County Community Broadband Survey Results

- **Affordability**: Is the broadband access affordable? How does the cost compare to other essential goods? What percentage of your income do you need to pay for access?

  To assess this section, a sampling (snapshot in time) review of the common provider listings contained in the FCC Broadband Map and their correlating pricing options was conducted. ***Conclusion: Based upon the current pricing options/plans for Fixed and Fixed Wireless household broadband service in the City, the price for fixed broadband service ranges from $50.00 month without discounts, equipment fees and taxes to $95.00 month without discounts, equipment fees and taxes; and, for fixed wireless broadband service, the prices ranges from $35.00 month with discounts, equipment fees and taxes to $70.00 month without discounts, equipment fees, and taxes.***

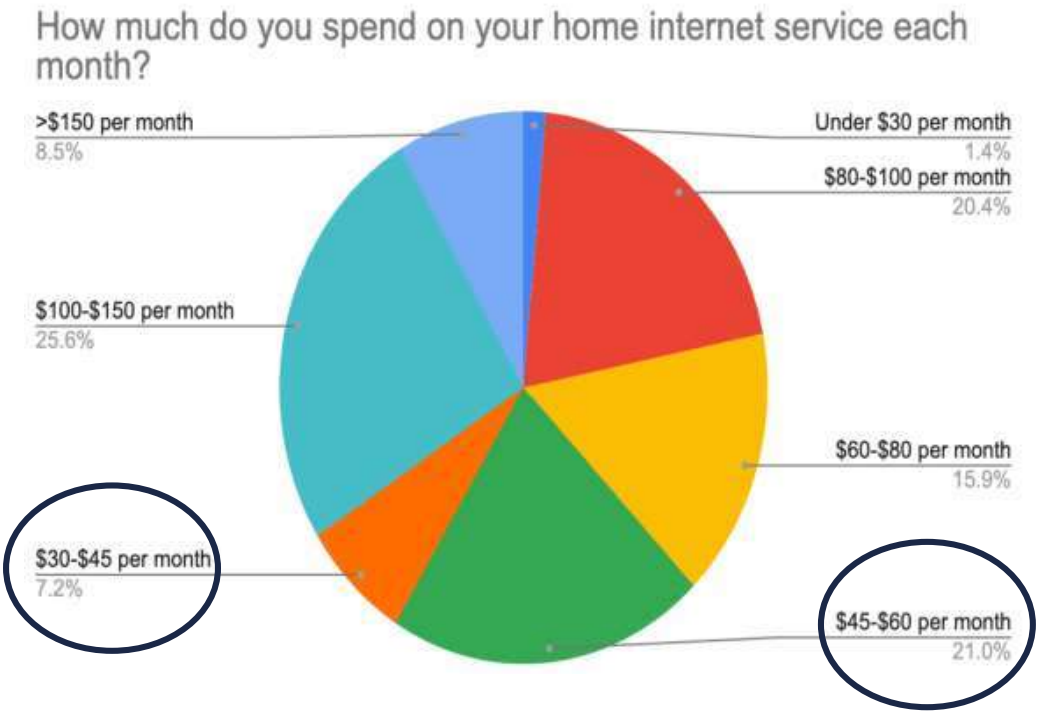
When reviewing the accepted BEAD price points for households, there must be for a speed tier that is sufficient for a household with multiple users to simultaneously engage in telework and remote learning (e.g., 100/20 Mbps). This service option must meet, at a minimum, the following criteria:

- Will be available to all households that meet the eligibility requirements of the ACP program
- Cost of $50 per month or less ($75 per month or less on Tribal lands), exclusive of all require federal, State, or county government taxes and fees, and inclusive of any optional, non-mandatory, and/or permissive fees
- Available to households with income equal to or below 200 percent of the federal poverty line
- Allows the end user to apply the ACP subsidy to the service price and encourages ISPs to ensure that prospective customers are aware of their participation in the ACP
- Meets performance requirements as established by the BEAD program, with download speeds of at least 100 Mbps and upload speeds of at least 20 Mbps
- Delivers typical latency of no more than 100 milliseconds
- It is not subject to data caps, surcharges, or usage-based throttling, and is subject only to the same acceptable use policies to which subscribers to all other broadband internet access service plans offered to home subscribers by the participating subgrantee must adhere
- Allows subscribers to upgrade at no cost in the event the provider later offers a low-cost plan with higher speeds (downstream or upstream)

OBAE-BEAD NOFO 1.15.25

Although the City's current served status, BEAD funding may not be available to ISPs operating within the City limits.

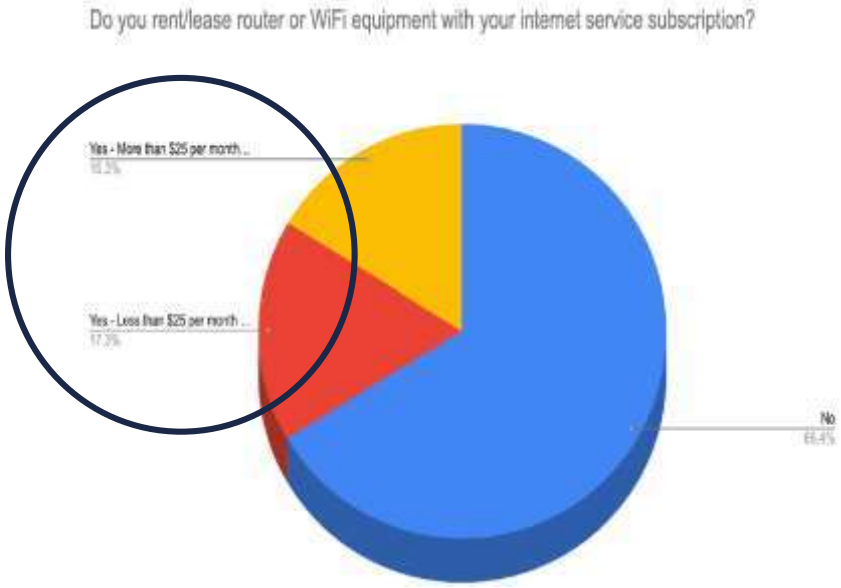
A review of the information contained in the Santa Fe County Broadband Survey Results, that less than 1.4% had broadband service under $30.00 a month, with 7.2% paying between $30-45 month and with 21.0% of the respondents paying $45-$60 month for service.



Information contained in the Santa Fe County Community Broadband Survey Results

Since none of the reviewed pricing options from ISPs indicated a pricing structure from <$30 month to $45 month, an assumption can be made that this is for cellular home service or for broadband service that is less than the OBAE – BEAD

In addition, 33.6% of survey respondents pay for the rental of equipment for their internet service.



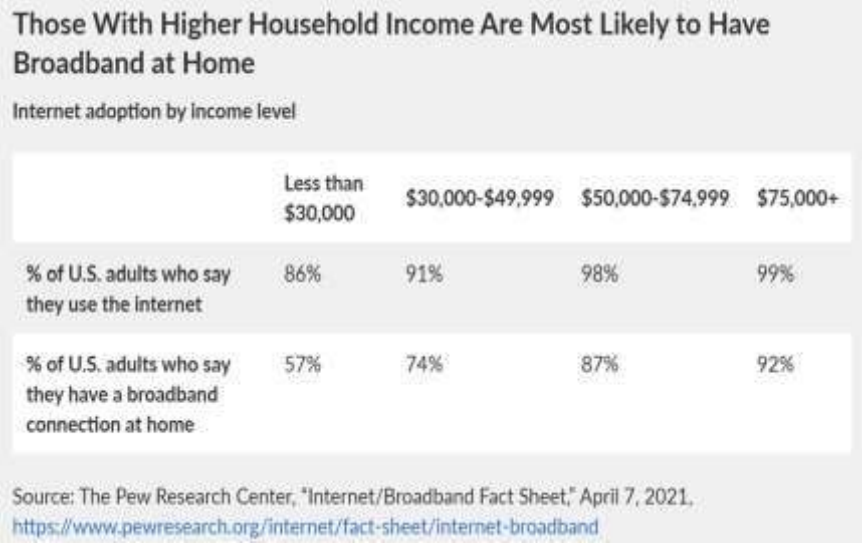
Information contained in the Santa Fe County Community Broadband Survey Results

To further assess the Affordability of broadband access, the cost of the access must be reviewed from the perspective of the “cost burden” for broadband service to households.

The PEW Research Center (PEW) found that the *cost of broadband service to low-income households remains a barrier to broadband adoption and use and is contributing to the affordability challenge and that cost can be a barrier to adoption for low-income households*.

Low-income households often find it difficult to cover the costs of broadband subscriptions, necessary equipment, and devices like computers or tablets. This economic constraint results in reduced access to online education, job opportunities, and essential government services, and deepening existing inequalities.

The Pew Research Center (PEW) found that although only 1% of adults with annual incomes over $75,000 do not use the internet, 14% of those with annual incomes under $30,000 are not online. And although only 8% of adults with annual household incomes of over $75,000 do not have a home broadband subscription, and 43% of adults with annual household incomes under $30,000 do not have one.



Those With Higher Household Income Are Most Likely to Have Broadband at Home

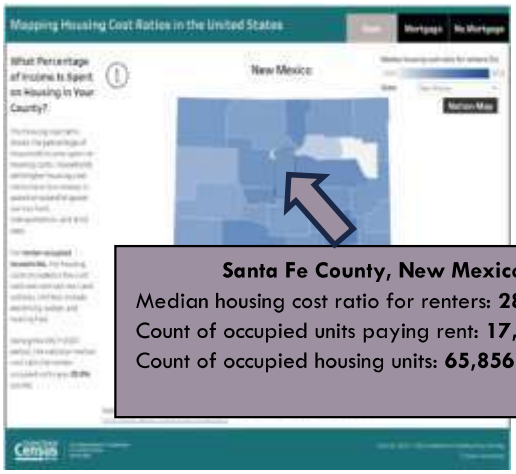
Internet adoption by income level

	Less than $30,000	$30,000-$49,999	$50,000-$74,999	$75,000+
% of U.S. adults who say they use the internet	86%	91%	98%	99%
% of U.S. adults who say they have a broadband connection at home	57%	74%	87%	92%

Source: The Pew Research Center, "Internet/Broadband Fact Sheet," April 7, 2021, https://www.pewresearch.org/internet/fact-sheet/internet-broadband

According to the United States Department of Housing and Urban Development (HUD), households are considered cost-burdened when they spend more than 30% of their income on rent, mortgage payments, utilities and other fees, and households spending more than 50% of their income on those housing costs cited above are considered severely cost-burdened.

Data provided by the United States Census Bureau's 2017-2021 American Community Survey Data, 5-year estimates indicate that in Santa Fe County the housing cost for those renting has the highest ratio – 28.6% and those without a mortgage is the lowest with 10.0%.



Santa Fe County, New Mexico
Median housing cost ratio for renters: **28.6%**
Count of occupied units paying rent: **17,151**
Count of occupied housing units: **65,856**

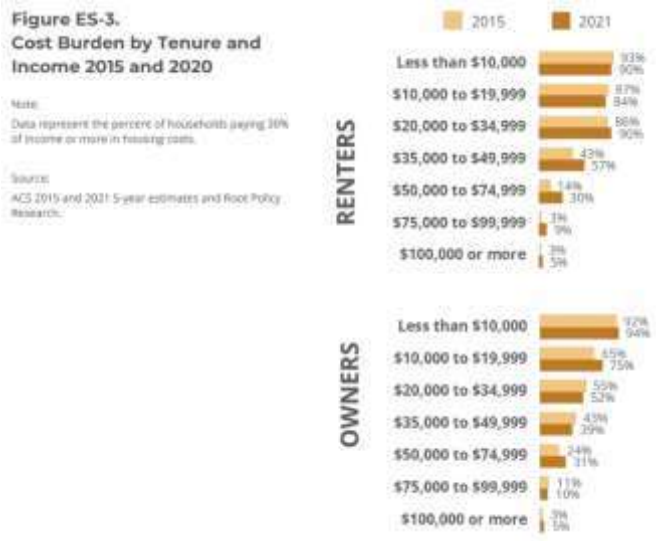


Santa Fe County, New Mexico
Housing cost ratio for owners with a mortgage: **23.6%**
Count of occupied housing units with a mortgage: **25,610**
Count of occupied housing units: **65,856**



Santa Fe County, New Mexico
Housing cost ratio for owners without a mortgage: **10.0%**
Count of occupied housing units without a mortgage: **21,364**
Count of occupied housing units: **65,856**

Additionally, included in the City of Santa Fe 2023-2028 Consolidated Plan EXECUTIVE SUMMARY, the “cost burden (paying 30% or more in income in housing costs) is the most prevalent housing problem among city of Santa Fe residents.”



Courtesy of the City of Santa Fe 2023-2028 Consolidated Plan

While there are variations in broadband adoption based on gender, race, ethnicity, and community type (urban, suburban, and rural), the categories of **income and housing cost burdens** are the only areas where affordability concerns remain statistically consistent.

Impacting the affordability of broadband service for low-income or housing cost burdened households is the elimination of the Federal Communication Commission’s (FCC) Affordable Connectivity Program (ACP). The ACP helped ensure that households were able to afford the broadband they needed for work, school, healthcare and more. The ACP benefit provided a discount of up to $30 per month toward internet service for eligible households.

With this program elimination, few options remain for households. Programs like the FCC’s Lifeline program, which offers up to $9.25 a month off phone, internet, or bundled phone and internet service is available or Verizon’s Forward, can provide discounts on broadband service.

However, both programs have rigid requirements and not all previous ACP recipients may qualify for Lifeline and not all ACP internet companies participate in the Lifeline program.

Although generally the price points for broadband service meet the OBAE – BEAD requirements, after review and consideration of other factors listed above, it can be determined that a leading barrier to accessing broadband service in the City of Santa Fe is the "Affordability" of broadband service.

- **Relevance:** Does the connected community have the necessary skills and technologies? Is there local interest and understanding of the relevance of Internet access? Is there content in the local language relevant to the people in the community?

  General Digital Skills include:

  - Using devices like a computer, tablet, or mobile phone for simple, personal, and work tasks.
  - Finding and using information on the internet.
  - Understanding how to be safe and responsible online.
  - Communicating socially and professionally using email, messaging, and social media.

Without an outreach program for individuals in the community, the level of skills and technology needs is unknown. However, it can be determined that with the necessity of utilizing broadband during and after the Covid19 pandemic, there is an understanding of the importance and necessity of internet access.

Digital Equity: As provided in the state of New Mexico Office of Broadband and Access (OBAE) Digital Equity Plan, Digital Equity is the condition in which internet access, affordability, and the ability to use digital technologies to reach important goals is possible for everyone. *To put it plainly, this means everyone is equally able to benefit from the educational, economic, employment, and health opportunities that the internet provides.*

However, the inequality to have the opportunity to benefit from the opportunities that the internet provides is prevalent in the following areas:

- Income disparities: lower-income adults and vulnerable populations groups are less likely to own cellular devices/smartphones, have broadband service, or own a desktop/laptop computer.
- Geographical differences: unequal access to internet and internet speeds.
- Digital literacy gaps: differences in understanding digital topics.
- Racial divide: disparities in digital access.
- Elderly divide: challenges faced by older individuals.
- Rural communities: digital inequities and access in rural areas.

Considering the driving factor of broadband service within low-income, vulnerable population groups or high housing cost burdened households, it can be construed that not everyone is equally able to benefit from opportunities that the internet provides.

Digital Inclusion: Describes the effort to ensure that every individual and community has access to low-cost device and internet service plans as well as free and locally available training and IT support.

With the loss of the Affordable Connectivity Program, there are no true access points for accessing low-cost internet service plans. Other than individuals conducting their own outreach, there are no community wide efforts to provide education or training support.

Digital Skills: Include various abilities that relate to technology, including computer software and applications, digital devices, and other computer hardware. The lack of ***Digital Skills*** among low-income populations is exacerbated, as individuals may lack the skills needed to maximize the potential of available resources and/or protect their privacy and security online.

The City does not currently provide outreach related to building up the digital skills of any demographic group.

Sustainability: Is the ability to maintain and support a process over time.

The City does not intend to develop its own Internet Service Program or become an Internet Service Provider. However, if the City desires to develop outreach initiatives, the City will have to (i) identify long-term operational grant funding; or (ii) include funding within its general fund operating budget for these types of outreach initiatives.

III. Evaluate Solution Options (Phase 2)

a. Introduction

The data evaluated for Access reflects that the City has a diverse collection of internet/broadband service available, and the data evaluated from the FCC Map indicates that the City has internet service providers that can provide adequate (minimum) broadband service speeds. In addition, the data reflects that the Affordability for internet/broadband service is a driving issue with adoption and use.

The City could take an initiative approach in working with internet service providers in identifying potential cost-effective and affordable internet programs for City residents as existing franchise agreements are extended/amended and when new franchise agreements are negotiated to include but not be limited to established broadband service price points.

In addition, the City could initiate a developer program when new multi-family developments are proposed to include broadband service as part of their utility package, to include affordable broadband service price points.

Coupling this effort with the development of a City of Santa Fe Broadband Digital Equity and Community Outreach Pilot Program, the City would be able to address the necessary skills and technologies required for City residents to address the Digital Divide with a focus on the low-income and vulnerable population groups.

This effort could be expanded utilizing a similar model to the Santa Fe Film Office, whereby the City and County could partner in developing a Broadband Office to address all factors of broadband.

b. Alternatives to building a local broadband network

Building a broadband network can provide cost savings, increased bandwidth, scalability, and improved security, however, they can be expensive to deploy, provide management of, and are susceptible to physical damage.

The sampling of both the National Broadband Map and the NM Broadband Map, reflects that the City of Santa Fe has sufficient and varied Access to both fixed and wireless broadband service. In addition, based upon the service provider information contained in the National Broadband Map for both Fixed and Fixed Wireless broadband service and the sampling of service and pricing, the city of Santa Fe has the necessary Quality/Reliability of broadband service, with sufficient Upload and Download Speeds for internet users.

It can be determined that a leading barrier to Access broadband service in the City of Santa Fe is the Affordability of broadband service especially in low-income and vulnerable population areas. Additionally, the City does not have a broadband outreach program for individuals in the community, the Relevancy of the level of skills and technology need is unknown.

Unless the City desires to build and deploy their own broadband infrastructure and establish the City as an Internet Service Provider, which is costly and time consuming, the City should develop alternatives necessary to meet its Broadband Goals and Objectives and implement those Projects outlined below.

c. Technical solutions to meet the needs of the City

Building on the goals and objectives outlined above, the following technical solutions (Projects) should be developed and/or expanded:

- Increase Access to Broadband Service
  - Project 1 – Expand the deployment of Wi-Fi accessible locations at City facilities, mobile home parks, low-income and vulnerable population areas/locations, including areas designated for development of the City's Pallet Villages.
  - Project 2 – Increase the number of mobile hotspots and laptop devices available for use by residents.
  - Project 3 – Develop and deploy a Messaging/Communication program.
  - Project 4 - Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office.

- Promote Digital Equity
  - Project 1 – Develop a Broadband Digital Equity and Community Outreach Pilot Program.
  - Project 2 – Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing joint broadband projects and initiatives.

- Promote Economic Development Opportunities through Broadband
    - Project 1 – Deploy laptops and Wi-Fi hotspots at City Business Center locations.
    - Project 2 – Deploy Wi-Fi boosters/extenders in commercial nodes.
    - Project 3 – Develop and deploy a Messaging/Communication program.
    - Project 4 - Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office.

IV. Action Plan (Phase 3)

a. Community's Current Demand and Future Subscribers / Broadband Connectivity Challenges

In developing the City's Broadband Strategic Plan, four specific conditions were evaluated:

- Access - the sampling of both the National Broadband Map and the NM Broadband Map, reflects that the City of Santa Fe has **sufficient and varied access** to both fixed and wireless broadband service.

- Quality/Reliability - based upon the service provider information contained in the National Broadband Map for both Fixed and Fixed Wireless broadband service and the sampling of service and pricing, the city of Santa Fe has the **necessary quality/reliability of broadband service**, with sufficient upload and download speeds for internet users.

- Affordability - it can be demonstrated that a major issue **to accessing broadband service in the City is the affordability of broadband service**, especially in low-income population areas.

- Relevance - Additionally, the City does not have a broadband outreach program for individuals in the community, **the level of skills and technology need are unknown.**

Although the price points and service requirements established by OBAE and NTIA can be met in the City by one or more ISPs, the main barrier to broadband connectivity challenges in the City is the cost for broadband service as it relates to the household burden costs. In addition, without a community outreach program, the level of skills and technology needs area unknow.

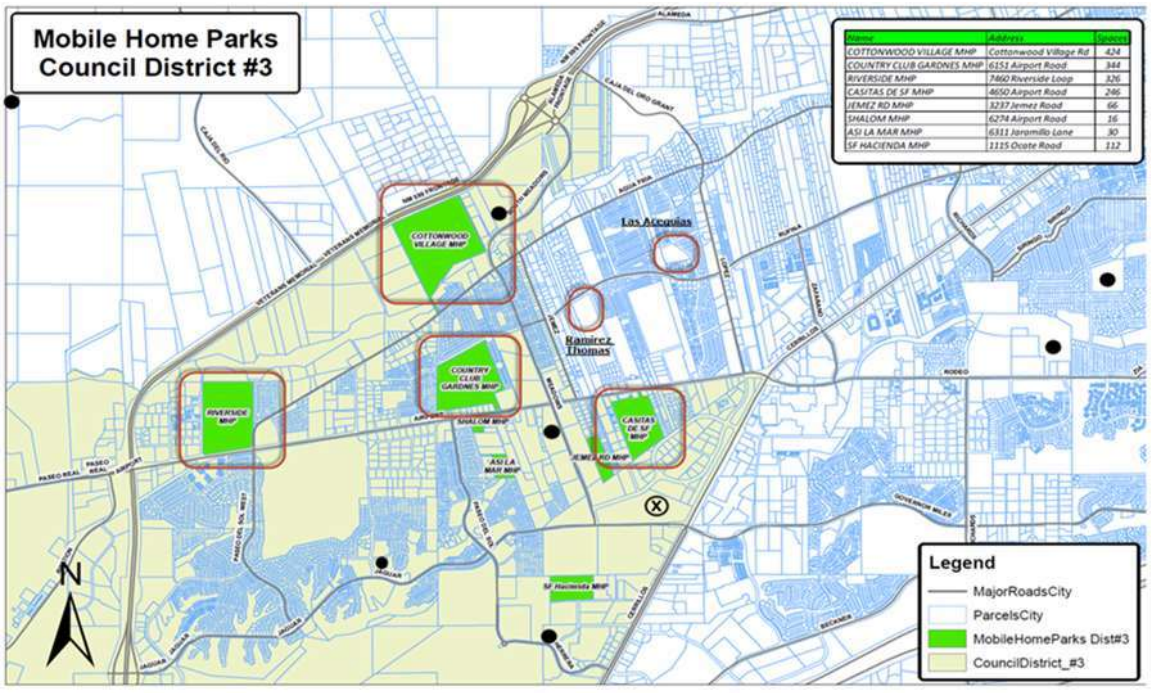
b. Network Strategy - Broadband Connectivity Solutions

In lieu of the City designing, constructing, and managing its own broadband network and building on the City's Broadband Goals and Objectives the following connectivity solutions (Projects) are recommended to be expanded and/or developed.

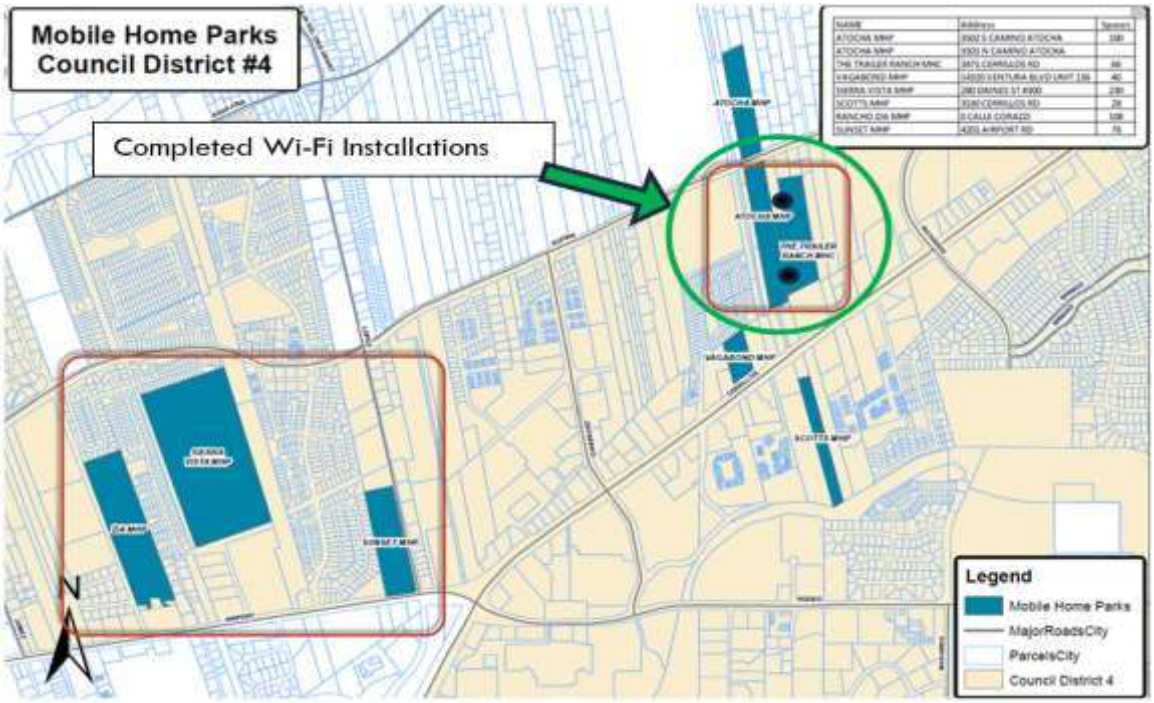
- **Increase Access to Broadband Service**
  - Create access to secure, reliable, affordable, and sustainable forward-looking infrastructure that can meet future broadband needs.

    - Project 1 - **Expand the deployment of Wi-Fi accessible locations at City facilities, mobile home parks, low-income and vulnerable population areas/locations, including areas designated for development of the City's Pallet Villages.**

      While the initial project has proved successful with the deployment in two mobile home parks, the City has identified additional mobile home parks that would benefit from the expansion of the Project.



- **Red** = Additional Wi-Fi Options
- **Black Dot** = First phase Wi-Fi installations completed
- **X** = DPS Tower



In addition, there are other locations/areas within the City such as the Hopewell Mann neighborhoods, areas along Airport Road, and the soon to be established Pallet Villages, which would benefit with expansion of the Project. Those areas are included in Attachment A.

The ITT Department will provide quarterly usage reports for each deployed site to evaluate whether the Project is reaching those who need broadband access.

- Project 2 – **Increase the number of mobile hotspots and laptop devices available for use by residents.**

The City has been providing Wi-Fi access via laptops and hotspots to community members through its **TechConnect Program** (Program) at no charge at its Libraries, and while the program has been successful, increasing the number of available Wi-Fi devices will provide a greater degree of Wi-Fi of affordable Wi-Fi accessibility.

To assess if the Program is being provided to those who need the broadband access, it is recommended that a mechanism be developed to track the number of users of each device to include demographics such as location, income and type of broadband service(s) being used/requested.

This tracking can be provided to the Broadband Digital Equity and Community Outreach Program to ensure that support is provided to individuals and population sectors.

- Project 3 – **Develop and deploy a Free Wi Fi Messaging/Communication Program.**

  While the City has been successful with the initial deployment of Projects 1 and 2, to increase the knowledge of the locations and device availability, the City should develop a Messaging and Communication Program (Program) for City residents.

  The Program should be implemented in accordance with the City's Communication Policy and Procedures. It is also important that the Program be provided in both English and Spanish.

- Project 4 **- Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office**.

  Although the City of Santa Fe and Santa Fe County have different broadband challenges, they share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses.

  The City and County have an opportunity, like the establishment of the Santa Fe Film Office, to create a joint effort to collaborate on addressing Broadband challenges. This collaboration can be accomplished through joint Broadband programs and initiatives.

  After an analysis of the feasibility of establishing joint Broadband efforts and initiatives, the City and County could jointly develop an Office of Broadband.

- **Promote Digital Equity**
  - Improve the Adoption and Use of Broadband service for City residents including unserved, underserved, and vulnerable populations.

    - Project 1 – **Develop a Broadband Digital Equity and Community Outreach Pilot Program to include communication and messaging.**

The City should consider developing a Broadband Digital Equity and Community Outreach Program (Program) which provides the community, especially those that are unserved, underserved and in vulnerable population groups, with relevant broadband adoption and use techniques/opportunities, educational opportunities, training, and technical support. The Program should be located within libraries and community/senior/teen centers (as space permits) across the City with a specific focus on low-income and vulnerable population areas.

The Program should be developed with Digital Navigators who are trained and dedicated to helping individuals secure affordable, high quality internet access, Wi Fi devices and providing digital skills training, and all marketing and outreach material shall be developed in English and Spanish.

- Project 2 - **Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office**.

  Although the City of Santa Fe and Santa Fe County have different broadband challenges, they share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses.

  The City and County have an opportunity, like the establishment of the Santa Fe Film Office, to create a joint effort to collaborate on addressing Broadband challenges. This collaboration can be accomplished through joint Broadband programs and initiatives.

  After an analysis of the feasibility of establishing joint Broadband efforts and initiatives, the City and County could jointly develop an Office of Broadband.

- **Promote Economic Development Opportunities through Broadband**
  - Ensure that residents and the business community can take full advantage of the economic opportunities presented by broadband access.
    - Project 1 – **Deploy laptops and Wi-Fi hotspots at City Business Center locations.**

    - Project 2 – **Deploy Wi-Fi boosters/extenders in commercial nodes.**

    - Project 3 – **Develop and deploy a Messaging/Communication program.**

- Project 4 - **Collaborate with Santa Fe County on their Broadband Programs and determine feasibility of establishing a joint broadband office.**

  Although the City of Santa Fe and Santa Fe County have different broadband challenges, they share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses.

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  After an analysis of the feasibility of establishing joint Broadband efforts and initiatives, the City and County could jointly develop an Office of Broadband.

c. Identify and Apply for Relevant Federal Funding

The broadband funding landscape continues to evolve as emphasis at the Federal level is being placed on reducing and/or rewriting the broadband regulations administered by NITA.

Additionally, funding across the nation is being clawed-back for infrastructure projects awarded and/or underway.

A review of funding opportunities finds the following programs listed; however, there are no Notice of Funding Opportunities (NOFO) currently published:

- Federal Communications Commission / Wireline Competition Bureau / Connected Care Pilot Program
- Federal Communications Commission / Wireline Competition Bureau / Emergency Connectivity Fund
- Federal Communications Commission / Wireline Competition Bureau / E-Rate Program
- Federal Communications Commission / Wireline Competition Bureau / High Cost Program (including Connect America Fund, Rural Digital Opportunity Fund, Enhanced Alternative Connect America Cost Model, and 5G Fund)
- Federal Communications Commission / Wireline Competition Bureau / Lifeline
- Federal Communications Commission / Wireline Competition Bureau / Rural Health Care Program
- Department of Agriculture Rural Utilities Service / Re-Connect Program
- Department of Agriculture Rural Utilities Service / Community Connect Grant Program
- Department of Agriculture Rural Utilities Service / Broadband Technical Assistance Program

- Department of Agriculture Rural Utilities Service / Telecommunications Infrastructure Program (Infrastructure Program)
- Department of Commerce National / Telecommunication Information Administration / Digital Equity Competitive Grant Program

At the state level, OBAE is soliciting for:

- Round 2 BEAD pre-qualification applications
- Grant, Writing, and Engineering and Planning (GWEP) grants

It is too early to tell if the changes at the Federal level will affect how OBAE develops their Round 2 BEAD program guidelines and in the development of any new broadband funding opportunities.

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ACKNOWLEDGEMENTS

City of Santa Fe
Johanna C. Nelson, Director, Office of Economic Development
Elisa (Lizzy) M. Portillo, Economic Development Specialist, Office of Economic Development
Larry Worstell, ISD Manager, Information Technology and Telecommunication

State of New Mexico - Office of Broadband Access and Expansion (OBAE)
Drew Lovelace, Interim Director
Eric Rodgers, IT Project Manager

Santa Fe County
Paul Olafson, Director, Community Development Department
Juan E. Torres, Economic Development Manager

REDINet
Jerrold Baca, General Manager

Resilient Buffalo Group LLC.
Gabriel Montoya, Owner (former NTIA Federal Program Manager)

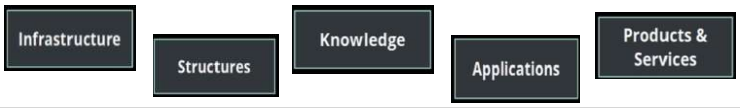
TruNet Internet Services LLC
Jeff Atencio, Owner

Kelly Cable Company of New Mexico
Jay Amlong, Director of Engineering
Charlie Lovato, Operations Manager

PROJECT CHARTER

Project Title	*Wi Fi Accessibility Program - Wi Fi Pole Deployment*			Project Manager	Larry Worstell
Project Start Date	Jan-25	Project End Date	Jun-25	Project Sponsor	Elisa Portillo

Project Scope	Business Need
Project 1 *- Acquire up to 6 Wi-Fi equipped poles and related appurtenances by utilizing an existing state of New Mexico price agreement and install at City designated locations.*	***Increase Access to Broadband Service***



Deliverables	
1	Implementation Plan
2	Installation Location Map
3	Right of way agreements - if private property
4	Wi-Fi pole installation and testing
5	Community Outreach-Messaging

Risk and Issues	Assumptions and Dependencies	
encumbrance of funding by 12.31.24	1	encumbrance in place by 12.31.24
agreement on proposed installation location(s)	2	establishment of project team
ownership of proposed placement locations	3	installation location map
recurring maintenance costs after initial 2-years	4	right of way agreements as necessary
security of installations	5	installation and testing

FINANCIALS

utilization of American Rescue Plan Act (ARPA) funding - $169,425.20

MILESTONES/PROJECT SCHEDULE

Milestones	Target Completion Date	Actual Date
Encumbrance of project funds / PO #22503437	12.31.24	**12.19.24**
Establishment of project team	1.15.25	**2.13.25**
Locations of Wi-Fi poles determined and approved	2.1.25	
Right of way agreements in place for placement on private prop.	3.15.25	
Installation ad testing of Wi-Fi poles	6.1.25	

Project Team	Approval / Review / Committee
Elisa Portillo - OED, Larry Worstell - ITT, ***TBD*** - Parks, ***TBD*** - Recreation, ***TBD*** - Community Services	Johanna Nelon & Elisa Portillo - OED & Larry Worstell - ITT

CITY OF SANTA FE

Economic Development

Broadband Strategic Plan
Wi Fi Accessibility Project
Project 1 – Wi Fi Pole Deployment

March 13, 2025

OVERVIEW

1. Project background and description

The City of Santa Fe Economic Development Office and ITT Department initiated a pilot program to install Wi Fi poles in economically distressed or areas of vulnerable population groups intended to provide free Wi Fi access via the City's Wi Fi Accessibility Project (Project).

The Project is based upon national initiatives whereby municipalities are establishing free Wi Fi programs to allow free broadband connectivity to vulnerable populations and to spur economic development opportunities.

Key points related to providing free Wi Fi programs include:

- Initiatives provide internet connectivity in parks, squares, and other public spaces.
- Bridges the digital divide.
- Can support Smart Cities by enhancing public services and infrastructure.
- Public Wi-Fi boosts local economies and supports economic development.

2. Project scope

Acquire and install up to 6 Wi-Fi equipped poles and related appurtenances at locations recommended by the Project Team.

3. High-level requirements

Compliance with the ARPA funding and New Mexico Statewide Price Agreement.

4. Deliverables

- 6 Wi Fi Poles and related appurtenances installed at locations determined by the Project Team.

5. Affected parties

City of Santa Fe –

- Economic Development Office
- Information Technology and Telecommunications Department
- Community Development
- Public Works
- Parks and Recreation

Vulnerable Population Groups

6. Affected business processes or systems

There are current business processes by ITT to manage the Project.

7. Specific exclusions from scope

- Long term operating/recurring budget for Project

8. High-level timeline/schedule

Milestones	Target Completion Date
Encumbrance of project funds / PO #22503437	12.31.24
Establishment of project team	1.15.25
Locations of Wi-Fi poles determined and approved	2.1.25
Right of way agreements in place for placement on private prop.	3.15.25
Installation ad testing of Wi-Fi poles	6.1.25

APPROVAL AND AUTHORITY TO PROCEED

Name	Title	Date

Approved By	Date	Approved By	Date

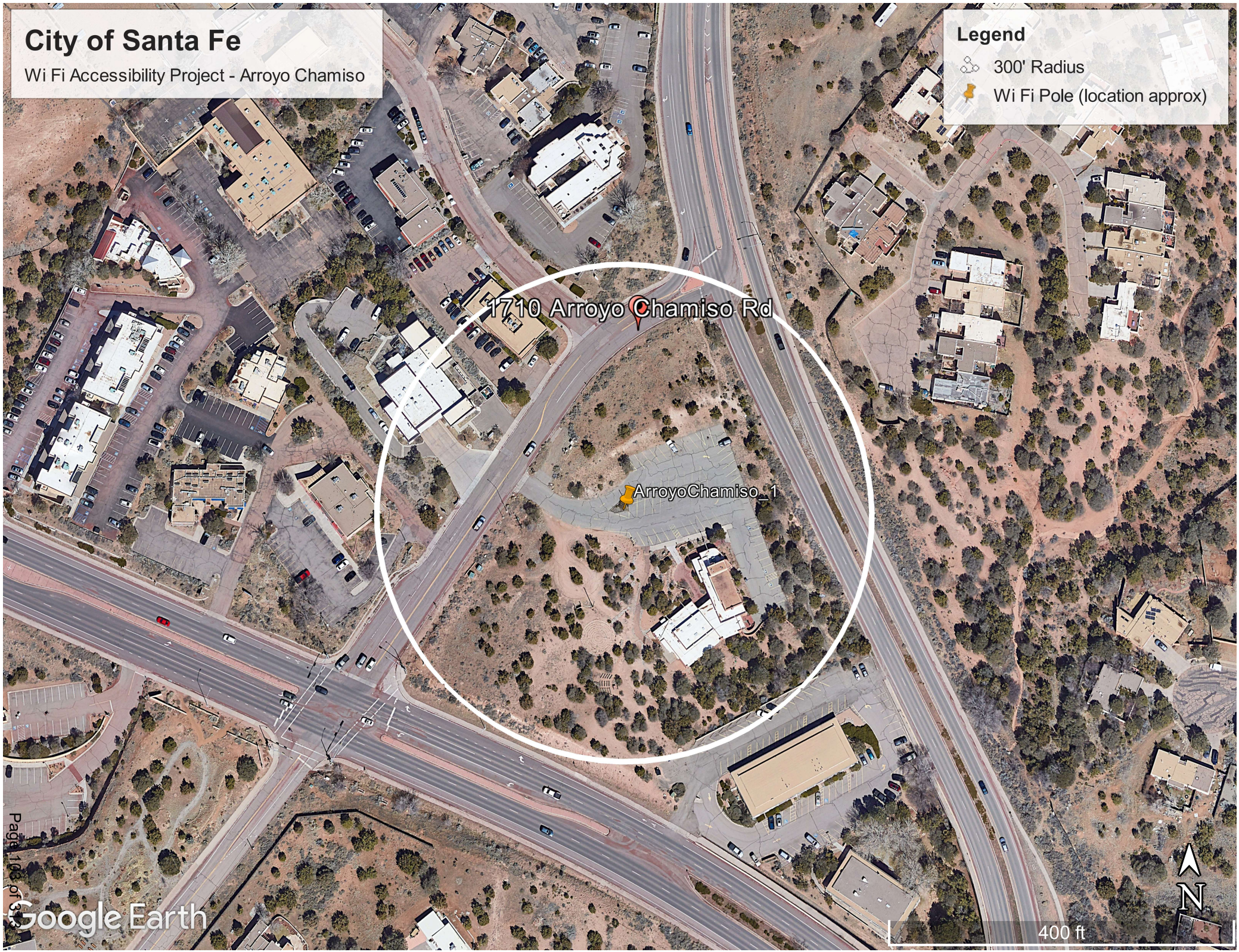
City of Santa Fe

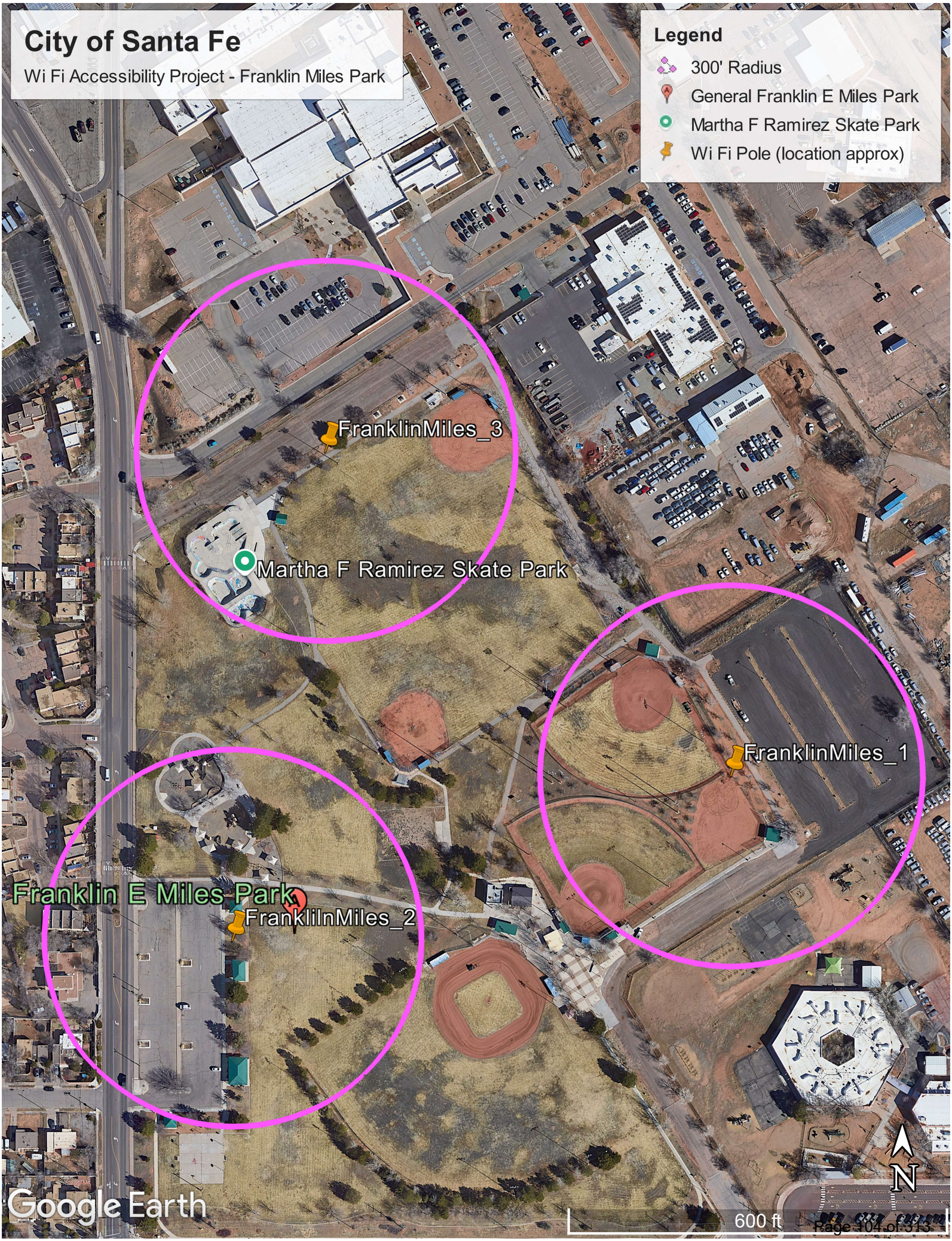
Broadband Strategic Plan

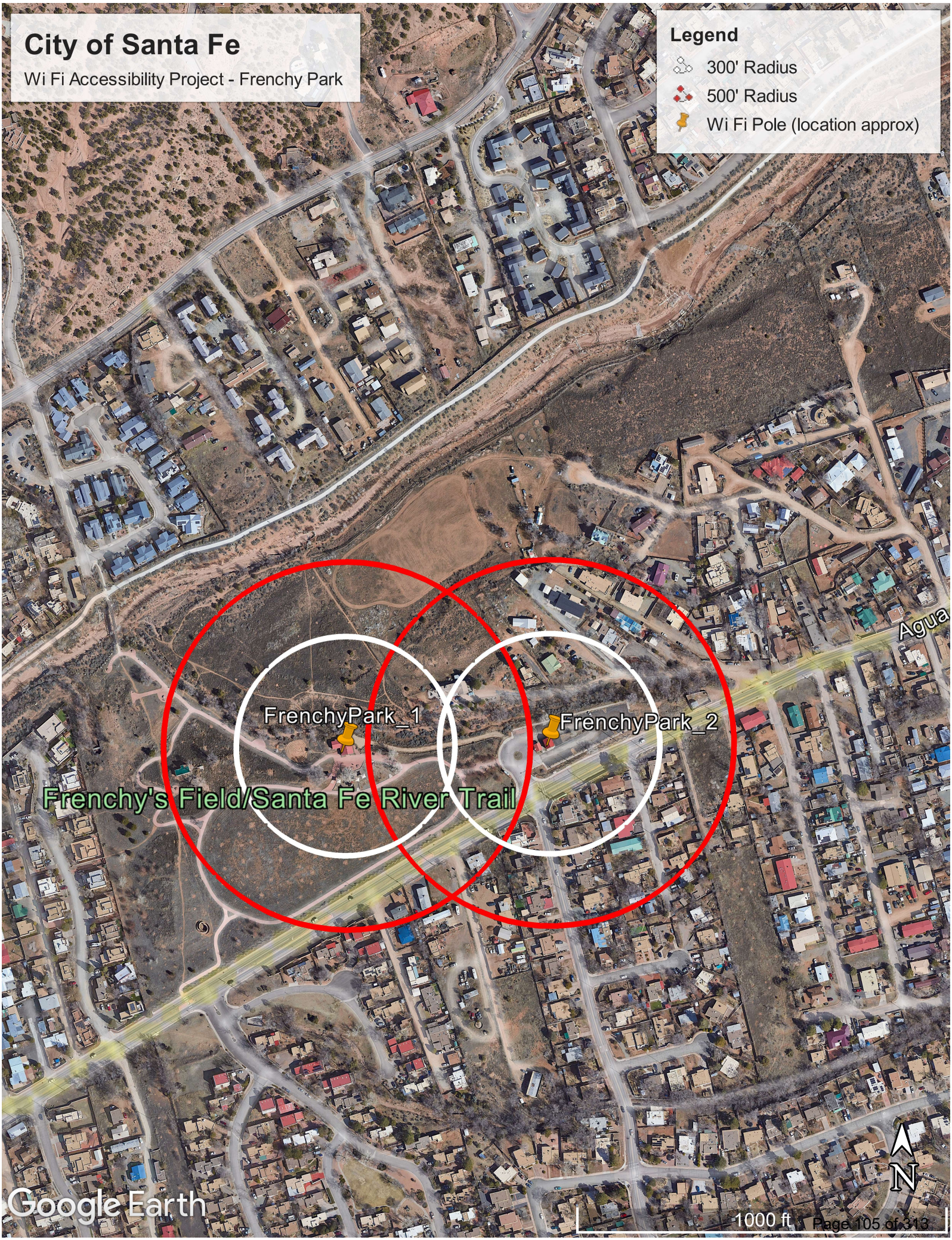
Wi-Fi Accessibility Program

Wi-Fi Pole Deployment Project

	Arroyo Chamiso - Pallet Village	Franklin Miles Park	Frenchy Park	Sangre de Cristo Apartments/ Hopewell Family Health Center / Somos Un Pueblo Unido	Las Acequias Park	MRC - Softball Fields	Swan Park	Ragle Park	Los Hermanos Rodriguez Park	Las Palomas Apartments
# visits	*Unknown*	114.2K	*Unknown*	17.5K	82.4K	167.6K	172.1K	*332K*	8.8K	240K
avg. duration of visit	*Unknown*	36 min	*Unknown*	181 min	45 min	105 min	50 min	*59 min*	123 min	554 min
Area Population	*2,076*	*7,242*	*11,320*	*3,448*	6,776	*4,432*	*8,379*	*7,613*	*9,387*	*3,448*
Median Household Income	$0K	$42.66K	*Unknown*	$46.6K	$56.5K	$63.3K	$56.2K	$41.57K	$49K	$28.9K
Criteria										
Site/Land: Is there access to necessary utilities such as electricity? **10 Points Max.**	10	10	10	10	10	10	10	10	10	10
Site/Access: Is there adequate access for public use, such as parking lots? **30 Points Max.**	20	30	30	30	30	30	30	30	0	30
Site/Access: Is the site easily accessible for the installation and maintenance of equipment? **5 Points Max.**	5	5	5	5	5	5	5	5	5	5
Site/Demographics: Are there low-income areas within 500' of the site? **30 Points Max.**	15	30	15	30	30	15	30	15	30	30
Legal and Timing: Is the site owned by the City? **5 Points Max.**	0	5	5	0	5	5	5	5	0	0
	50	**80**	**65**	**75**	**80**	**65**	**80**	**65**	**45**	**75**


City of Santa Fe
Wi Fi Accessibility Project - Arroyo Chamiso
Legend
300' Radius
Wi Fi Pole (location approx)
1710 Arroyo Chamiso Rd
ArroyoChamiso_1
Google Earth
400 ft
N


City of Santa Fe
Wi Fi Accessibility Project - Franklin Miles Park
Legend
300' Radius
General Franklin E Miles Park
Martha F Ramirez Skate Park
Wi Fi Pole (location approx)
FranklinMiles_3
Martha F Ramirez Skate Park
FranklinMiles_1
Franklin E Miles Park
FranklilnMiles_2
Google Earth
600 ft
N

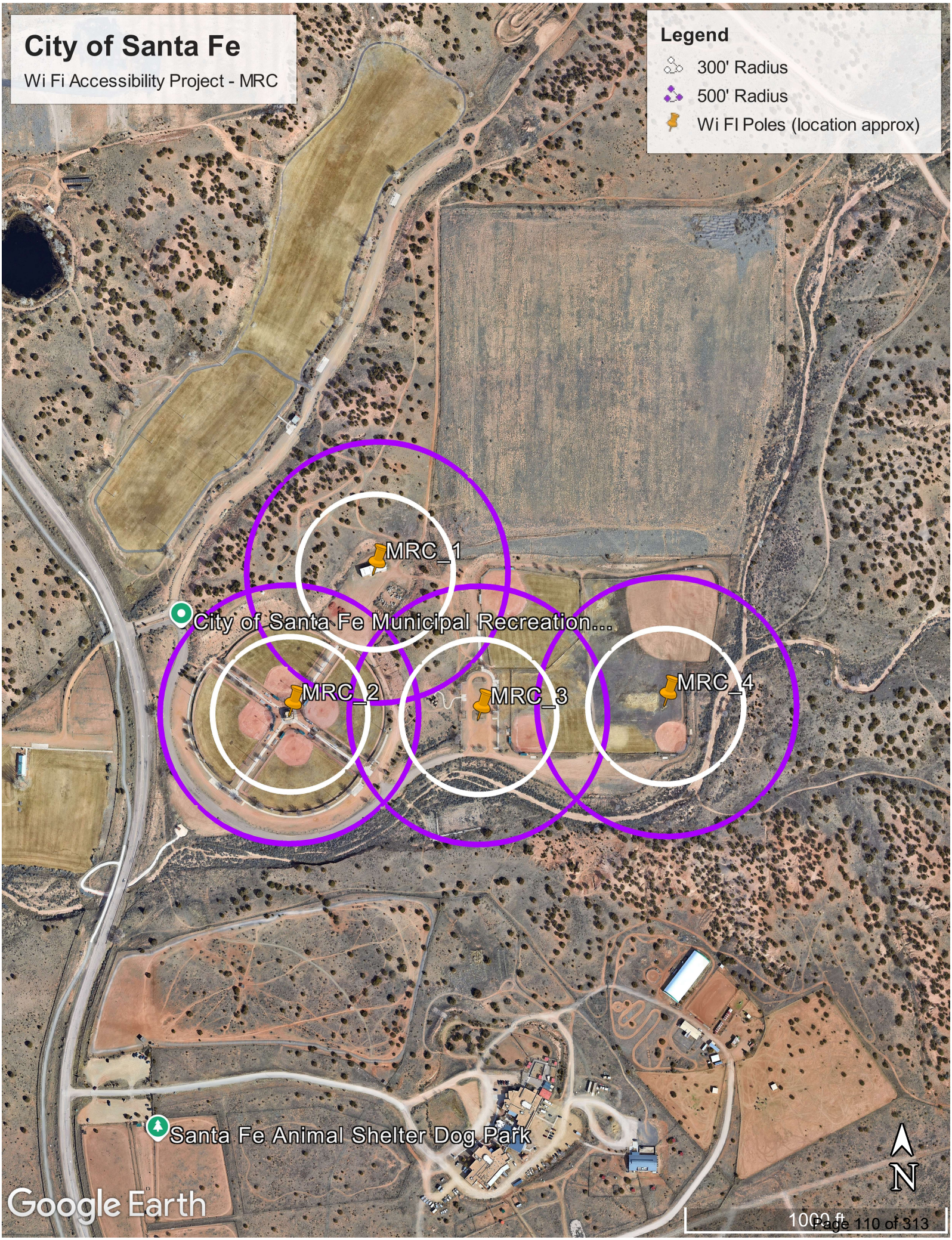

City of Santa Fe
Wi Fi Accessibility Project - Frenchy Park
Legend
300' Radius
500' Radius
Wi Fi Pole (location approx)
FrenchyPark_1
FrenchyPark_2
Frenchy's Field/Santa Fe River Trail
Agua
Google Earth
1000 ft
N

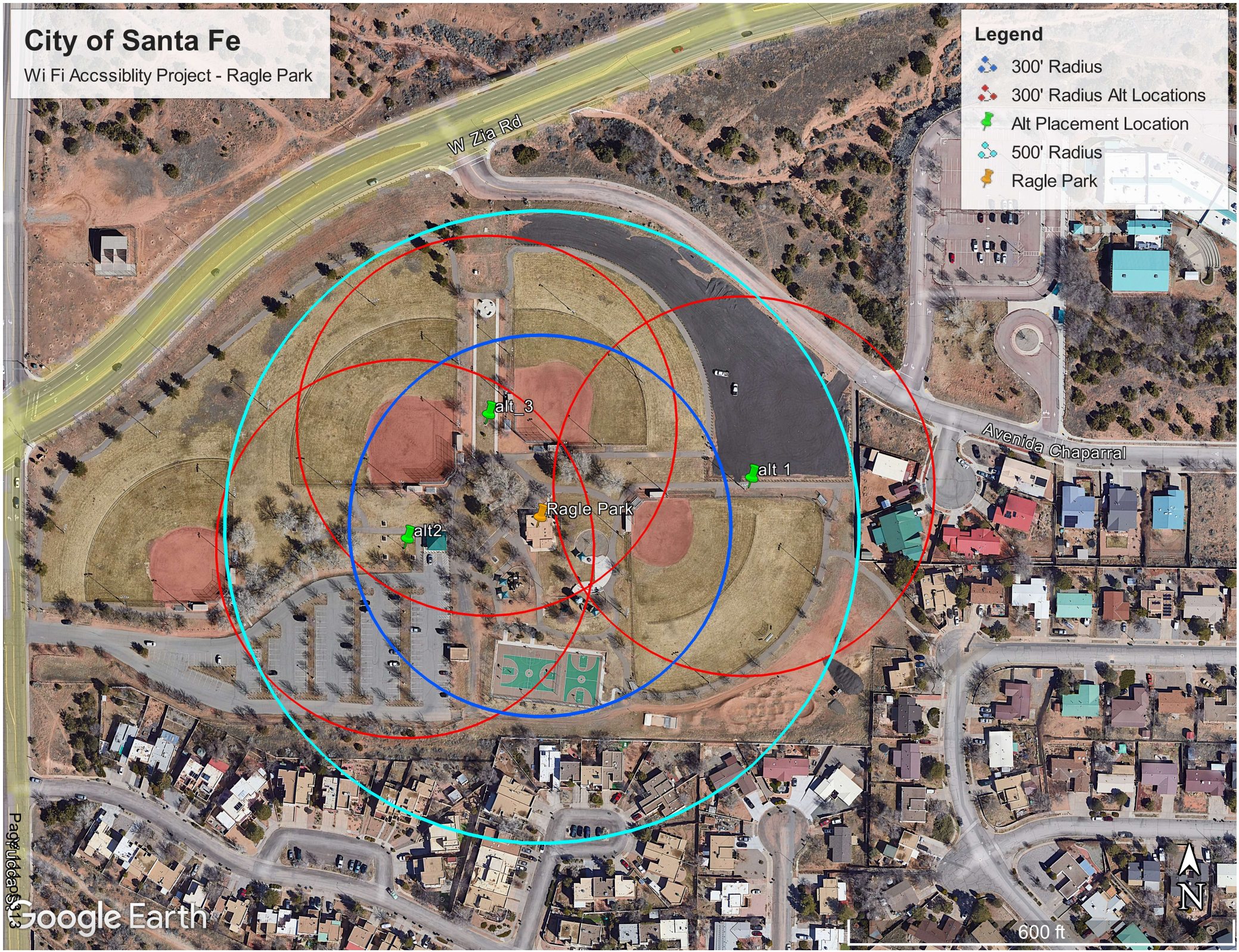

Wi Fi Accessibility Program
Hopewell Mann Neighborhoods
Legend
300' Radius
500' Radius
Neigborhood Facilities
WiFi Implementation Locations
Firestation #3
Chainbreakers
Youthworks
Las Palomas Apartments
Hopewell Health Center
SomosUnidos
Sangre de Cristo Apa
Cerrillos Rd
Hopi Rd
Puye Rd
Berry Ave
2nd St
4th St
5th St
6th St
3rd St
Quapaw St
Espinacitas St
Lena St
C De Baca Ln
Lano St
Hopewell St
14
466
N
1000 ft
Google Earth
Page 106 of 313

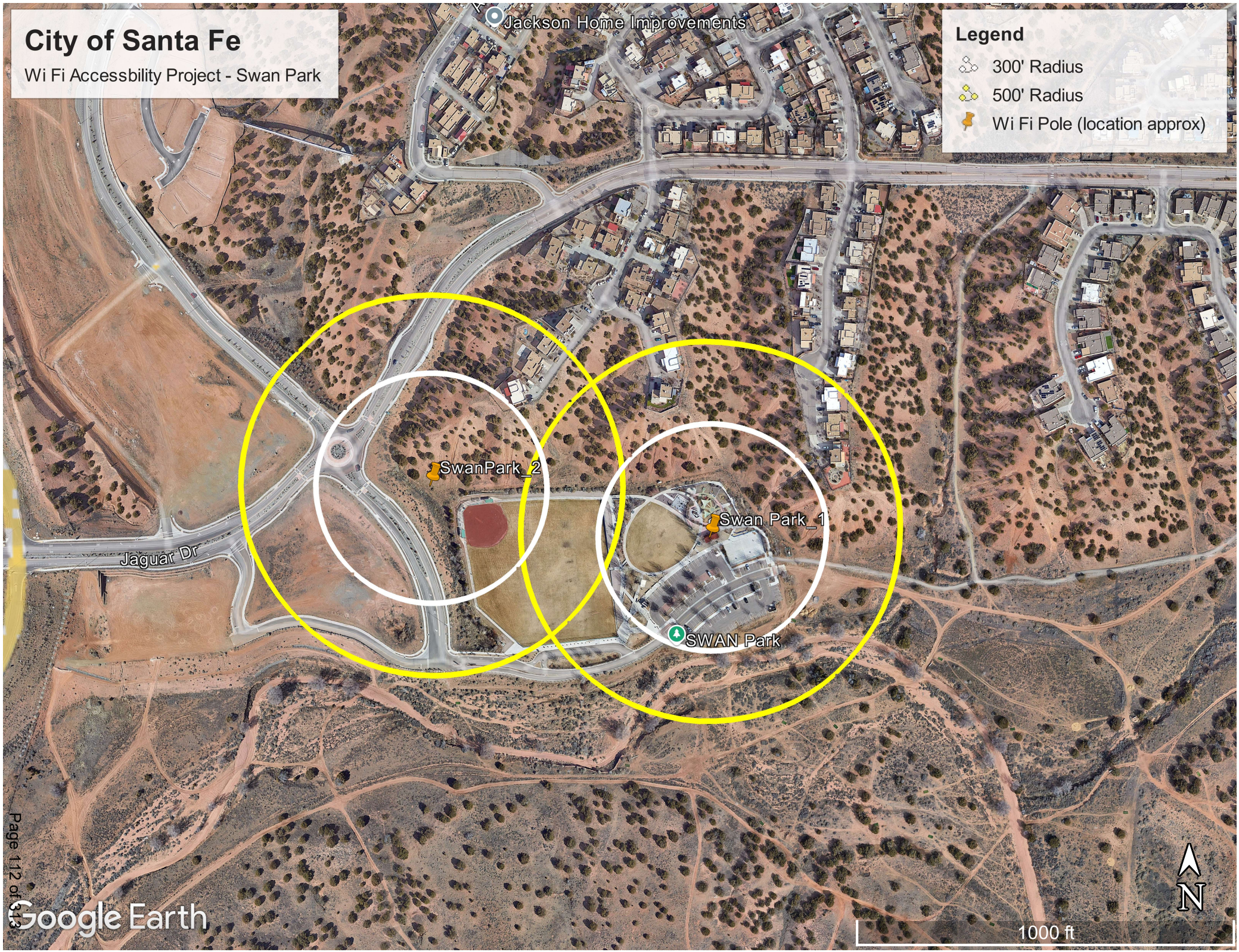

City of Santa Fe
Wi Fi Accessbility Project - Las Acequias Park
Legend
300' Radius
500' Radius
Las Acequias_1
Lopez Ln
Camino Vista Aurora
Dom's handyman service
Las Acequias Park
Las Acequias_1
Rufina St
Calle Atajo
Page 107 of 313
Google Earth
1000 ft
N


City of Santa Fe
Wi Fi Accessibility Project - Las Palomas Apartments
Legend
300' Radius
Pole Location (approx)
Las Palomas Apartments
Cerrillos Rd
Berry Ave
5th St
Jay St
4th St
6th St
Quapaw St
Hopewell St
Pinon St
Llano St
Hopewell Health Cen
700 ft
N
Google Earth


City of Santa Fe
Wi Fi Accessibility Program - Los Hermanos Park
Legend
300' Radius
Wi FI Pole Location (approximate)
La Cieneguita
Los Hermanos Park
N
400 ft
Google Earth


City of Santa Fe
Wi Fi Accessibility Project - MRC
Legend
300' Radius
500' Radius
Wi FI Poles (location approx)
MRC_1
City of Santa Fe Municipal Recreation...
MRC_2
MRC_3
MRC_4
Santa Fe Animal Shelter Dog Park
Google Earth
N
1000 ft


City of Santa Fe
Wi Fi Accssiblity Project - Ragle Park
Legend
300' Radius
300' Radius Alt Locations
Alt Placement Location
500' Radius
Ragle Park
W Zia Rd
Avenida Chaparral
alt_3
alt 1
Ragle Park
alt2
Google Earth
600 ft
N


City of Santa Fe
Wi Fi Accessbility Project - Swan Park
Legend
300' Radius
500' Radius
Wi Fi Pole (location approx)
Jackson Home Improvements
SwanPark_2
Swan Park_1
SWAN Park
Jaguar Dr
Google Earth
1000 ft
N

HEI, Inc.
P.O. Box 31310
Albuquerque, NM 87190-1310
(505) 880-1819 Fax (505) 837-1516

December 12, 2024

City of Santa Fe
Information Technology

Project: City of Santa Fe - 5 -Wood Poles with Solar System WiFi and Cameras

Attention: Larry Worstell

Proposal #D24262 Rev 1

HEI State Wire Contract #00-00000-20-00093

Scope of work part A:

- **Furnish and install 5- 25' AGL wooden poles (30' class V poles cut length).**
  - **Install a coil ground lead to pole top.**
- **Furnish and install 5 Solar System: Power Ready Express with 880W and 24V array using 24V Solar Module and SWPB LF SOP 1-Mod, 8"-10" O.D. pole (7 1/2-9" Sch. 40) mount. PR Express Panel PS15M control panel. Qty 2 - 12V 8G4D 210AH battery and M2-8D, 36.6"H**
- **Install Mounting and Grounding Hardware**

Note: Assumptions/Exclusions
Assumes soils can be augured
No permits/applications included
Customer to obtain approval for installation at designated locations
Does not include Mounts for Meraki's/Cradlepoint's
Current Draws: Cradle Point = 10W, Meraki = 18W, PoE Injector 5W

- ***This scope A of work will be performed by Advanced Communications and Electronics, Inc.***

Scope of work part B:

• Install 5-Cellular antenna IBR900-Dual router-M19 with dual lightening surge protector kit smaf/smaf
• Install 5-Verkada CH52-1 TBE-HW Cameras
*** w\ACC-CAM-SHIELD-1, ACC-MNT-POLE-1, ACC-MNT-ARM-1, ACC-MNT-8,**
• 5-Verkada LIC-CH52-5Y 5-Year Camera Lícence
• Install 5-ESUGH2-G1-L-B POE Injectors
• Install 15- Ethernet patch cords (one for POE injector, one for Meraki at top of pole, one for camera)
• Install Five cellular antennas with lightening surge protection and POE power injectors
o Install grounding connection to existing grounding system at poles
o Install CGB connections for cable paths
• Install Five Cradlepoint routers (supplied by the City of Santa Fe) and Meraki wireless access points (supplied by the City of Santa Fe)
• Make final connections to DC power
• Confirm all systems working with IT
• Project Contingency for various project components and unknown site conditions.

- ***This scope B of work will be performed by HEI, Inc.***

Material $ 137,961.05
Labor $ 29,085.00
Tax on labor only$ 2,379.15
Total $ 169,425.20

Sincerely, Jim Ruybal
Data Department
Please feel free to contact me if you have any questions regarding this proposal.

DocuSign Envelope ID: AC475B9D-D5F1-478D-807F-ABCF0933CA24

State of New Mexico
General Services Department
State Purchasing Division

Statewide Price Agreement Cover Page

Awarded Vendor:
0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190-1310

Email: dlisotto@heinm.com; nhurd@heinm.com
Telephone No.: 505-880-1819

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.

Contract Number: **00-00000-20-00093AH**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **Per Contract**

Procurement Specialist: **Travis Dutton-Leyda** JDL

Telephone No.: **505-827-0477**

Email: **travis.dutton-leyda@state.nm.us**

Title: **Low Voltage Systems and Related Services**

Term: **September 9, 2020 thru September 8, 2022**

The attached Statewide Price Agreement is made subject to the "terms and conditions" as indicated.

Docusign Envelope ID: 3679A3C3-068D-44BD-92A0-AF032211B60A

State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor: **0000052470** **HEI, Inc** **PO Box 31310** **Albuquerque, NM 87190** **Email: dlisotto@heinm.com; nhurd@heinm.com** **Telephone No. 505-880-1819**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Contract Number: 00-00000-20-00093AH

Amendment No.: Four

Term: September 8, 2020 – September 8, 2025

AT

Procurement Specialist: Andric Fisher

Telephone No.: (505) 819-7052

Email: andric.fisher@gsd.nm.gov

Title: LOW VOLTAGE SYSTEMS AND RELATED SERVICES

This amendment is to be attached to the respective Choose an item. and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 8, 2024 to September 8, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Docusign Envelope ID: 3679A3C3-068D-44BD-92A0-AF032211B60A

State of New Mexico

Department of Information Technology

General Services Contract Amendment
Agreement No.: 00-00000-20-00093AH
Amendment No.: Four

THIS Amendment ("Amendment") to the Price Agreement ("Agreement" or "Contract") is made and entered into by and between the **General Services Department, State Purchasing Division,** hereinafter referred to as the "Procuring Agency," and **HEI, Inc.** referred to as the "Contractor."

The purpose of this Amendment:

- Extend the Agreement termination date from September 8, 2024, for one additional year through September 8, 2025.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

1. **ARTICLE 5 – TERM.** THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT. This Agreement shall terminate on September 8, 2025, unless terminated pursuant to Article 6, of the Agreement. The Term of this Agreement including all extensions and renewals, will not exceed ten (10) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

All other Articles and Deliverables of the original Agreement and all subsequent amendments remain the same.

Docusign Envelope ID: 3679A3C3-068D-44BD-92A0-AF032211B60A

IN WITNESS WHEREOF, the Parties hereby execute this Amendment, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Will Humbard Date: 9/12/2024
Will Humbard, President
HEI, Inc.

Approved for legal sufficiency:

By: Brian Fitzgerald for Date: 9/16/2024
Alexis Johnson, General Council
General Services Department

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:

BTIN ID Number: **02-360388-00-7**

By: Ann Marie Lucero Date: 9/12/2024
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: 9/16/2024
Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: Dorothy Mendonca Date: 9/16/2024
Dorothy Mendonca
State Purchasing Agent
State of New Mexico

Effective 09/08/2024

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190-1310

Email: dlisotto@heinm.com; nhurd@heinm.com
Telephone No.: 505-880-1819

Price Agreement Number: 00-00000-20-00093AH

Amendment No.: Three

Term: September 9, 2020 - September 8, 2024

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

VL

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 629-9525

Email: Vanessa.LeBlanc@gsd.nm.gov

Title: Low Voltage Systems and Related Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Amend Article 5, extend the Agreement termination date from September 8, 2023, for one additional year through September 8, 2024.**

Please see attached Amendment No. 3 for more information.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

MS

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STATE OF NEW MEXICO
DEPARTMENT OF INFORMATION TECHNOLOGY
Information Technology Agreement
Low Voltage Systems and Related Services
Price Agreement No.: 00-00000-20-00093 AH
Amendment No. 3

THIS Amendment ("Amendment") to the Price Agreement ("Agreement" or "Contract") is made and entered into by and between the **Department of Information Technology,** hereinafter referred to as the "Procuring Agency," and **HEI, Inc.** referred to as the "Contractor."

The purpose of this Amendment is to extend the Agreement termination date from September 9, 2023, for one additional year through September 8, 2024.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

1. **ARTICLE 5 – TERM.** THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT. This Agreement shall terminate on September 8, 2024, unless terminated pursuant to Article 6, of the Agreement. The term of this Agreement, including all extensions and renewals, will not exceed ten (10) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

All other Articles and Deliverables of the original Agreement (and all subsequent amendments remain the same).

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor: **0000052470** **HEI, Inc.** **PO Box 31310** **Albuquerque, NM 87190-1310** **Email: dlisotto@heinm.com; nhurd@heinm.com** **Telephone No.: 505-880-1819**	**Price Agreement Number: 00-00000-20-00093AH** **Amendment No.: Two** **Term: September 9, 2020 - September 8, 2023**
Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**	**Procurement Specialist: Vanessa LeBlanc** VL **Telephone No.: (505) 629-9525** **Email: Vanessa.LeBlanc@state.nm.us**
Invoice: **As requested at time of order**	

Title: Low Voltage Systems and Related Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Amend Article 5, extend the Agreement termination date from September 8, 2022, for one additional year through September 8, 2023.**

Please see attached Amendment No. 2 for more information.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

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STATE OF NEW MEXICO
DEPARTMENT OF INFORMATION TECHNOLOGY
Information Technology Agreement
Low Voltage Systems and Related Services
Price Agreement No.: 00-00000-20-00093 AH
Amendment No. 2

THIS Amendment ("Amendment") to the Price Agreement ("Agreement" or "Contract") is made and entered into by and between the **Department of Information Technology,** hereinafter referred to as the "Procuring Agency," and **HEI, Inc.** referred to as the "Contractor."

The purpose of this Amendment is to extend the Agreement termination date from September 8, 2022, for one additional year through September 8, 2023.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISION OF THE ABOVE REFERENCED AGREEMENT IS AMENDED AS FOLLOWS:

1. **ARTICLE 5 – TERM.** THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE DoIT AND THE STATE PURCHASING AGENT. This Agreement shall terminate on September 8, 2023, unless terminated pursuant to Article 6, of the Agreement. The term of this Agreement, including all extensions and renewals, will not exceed ten (10) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

All other Articles and Deliverables of the original Agreement (and all subsequent amendments remain the same).

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190-1310

Email: dlisotto@heinm.com; nhurd@heinm.com
Telephone No.: 505-880-1819

Number: **00-00000-20-00093AH**

Amendment No.: **One**

Term: **September 9, 2020 - September 8, 2022**

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: **Travis Dutton-Leyda** JDL

Telephone No.: **505-827-0477**

Email: **travis.dutton-leyda@state.nm.us**

Title: Low Voltage Systems and Related Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add ARTICLE 33 – ADDITIONAL PROVISIONS, 4. New Mexico Administrative Reporting and Fees as detailed on the reverse pages.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
Information Technology Agreement
Statewide Price Agreement No.: 00-00000-20-00093AH
Amendment No. 1

THIS Amendment No. 1 ("Amendment") is made and entered into by and between the State of New Mexico, **General Services Department, State Purchasing Division,** hereinafter referred to as the "Procuring Agency," and **HEI, Inc**, hereinafter referred to as the "Contractor."

The purpose of this Amendment is to amend Article 33 – Additional Provisions by adding item No. 4, "New Mexico Administrative Reporting and Fees."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE AGREEMENT ARE AMENDED AS FOLLOWS:

1. Terms and Conditions.

ARTICLE 33 – ADDITIONAL PROVISIONS

4. **New Mexico Administrative Reporting and Fees:** All contracts and Purchase Orders arising out of this Agreement shall be deemed to include an Administrative Fee assessment at the rate of one half of one percent (.50 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number ("Quarterly Sales Report" or "Report"). The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during a Quarter, a Report is still required. This will also apply if the contract starts partial within a Quarter. Quarterly Sales Reports and Administrative Fees shall be due no later than thirty (30) days following the end of a Quarter. Only submit one payment and one Report for each Quarter, do not combine payments or Reports.

Payment shall be made by check payable to the "State Purchasing Division". This Contract number **00-00000-20-00093AH** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505

DocuSign Envelope ID: 6BD886C5-9AD1-47B4-B2EE-AC5805880934

Attn: Compliance Officer

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

All other Articles of the original Statewide Price Agreement No. 00-00000-20-00093AH, to include any amendments, remain the same.

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STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT, STATE PURCHASING DIVISION
Information Technology Agreement

STATEWIDE PRICE AGREEMENT
Agreement No.: 00-00000-20-00093AH

THIS INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made by and between the State of New Mexico (the "State"), **General Services Department, State Purchasing Division**, hereinafter referred to as "Procuring Agency" and **HEI Inc**., hereinafter referred to as "Contractor" and collectively the parties are hereinafter referred to as the "Parties." This Agreement must be approved by the Department of Information Technology ("DoIT").

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq*; and Procurement Code, NMAC 1.4.1 *et.seq*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the Low Voltage Systems and Related Services **RFP No. 00-00000-20-00093** and Contractor's response to such document(s) are incorporated herein by reference; and]

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance," "Accept" or "Accepted" means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency's ELR ("ELR").
B. "Agency CIO" means Procuring Agency's Chief Information Officer.
C. "Application Deployment Package" or "ADP" means Contractor's centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor's Software related additions, modifications, or deletions.
D. "Business Days" means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
E. "Change Request" means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
F. "Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or

E. Source Code. Not Applicable. The Parties agree there is no Source Code for the Low Voltage Systems and Related Services included in this Agreement.

F. Procuring Agency's Rights.

1. Rights to Software. Procuring Agency will own all right, title, and interest in and to Procuring Agency's Confidential Information, the Software, the Source Code and other Deliverables, including without limitation, the specifications, the work plan, and the Custom Software, except that the Deliverables will not include third party software and its associated documentation for the purposes of this Section. Contractor will take all actions necessary and transfer ownership of the Confidential Information, the Software, the Source Code and the other Deliverables to Procuring Agency, without limitation, as well as the Custom Software and associated Documentation on Final Acceptance or as otherwise provided hereunder.] Procuring Agency will have rights to the software as stated in Article 2. D., above. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.
2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all of Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

E. Maintenance and Support, Post Warranty Maintenance and Support Services, or Extended Service Plans. The maintenance and support, outlined hereto as "Exhibit A.III.11," is incorporated into this Agreement as if fully set forth herein.

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel ("Key Personnel") will not be diverted from this Agreement absent Procuring Agency's prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor's Key Personnel hereunder will be:

Key Personnel:

1. Wll Humbard, President
    a. (505) 980-9402
    b. WHumbard@heinm.com
2. Debbie Lisotto, RCDD and EE98J, Primary Point of Contact
    a. (505) 980-9008
    b. DLosotto@heinm/.com
3. Neil Hurd, Special Systems Project Manager and Backup Point of Contact
    a. (505) 710-7226
    b. nhurd@heinm.com

Subcontractors will be used in the performance of this Agreement:
RC Directional Drilling for all directional boring projects

1. **Category 1 - Outside Cabling Systems and Related Services,**
2. **Category 2 - Inside Wiring Systems and Related Service:**
    a. Debbie Lisotto, RCDD Project Manager
    b. Ron Apodoca, Field Superintendent
    c. Andrew Hardinge, Field Tech
    d. George Cox, Field Tech
    e. Keith Suazo, Field Tech
    f. Nicholas Romero, Apprentice
    g. Orlando Toledo, Apprentice
    h. Nathanial Martinez, Apprentice
3. **Category 3 - Access Control Systems and Related Services,**
4. **Category 4 - Fire Alarm Systems and Related Services,**
5. **Category 5 - Paging Systems and Related Services,**
6. **Category 6 - Surveillance Systems and Related Services,**
7. **Category 7 – Wireless Systems and Related Services, and**
8. **Category 8 – Intrusion Detection Systems and Related Services :**
    a. Neil Hurd, Project Manager
    b. Fabian Delano, Field Superintendent
    c. Mike Evans, Senior Technician
    d. Nate Torrez, Technician
    e. Tom Hawkes, Technican

I. EXHIBIT A – SCOPE OF WORK

The Scope of Work consists of activities the State has considered Low Voltage Systems and Related Services.

The mandatory low voltage systems and related services shall be provided by the awarded Contractor to include the following Categories as defined in this Agreement:

1. Category 1 - Outside Cabling Systems and Related Services
2. Category 2 - Inside Wiring Systems and Related Service
3. Category 3 - Access Control Systems and Related Services
4. Category 4 - Fire Alarm Systems and Related Services
5. Category 5 - Paging Systems and Related Services
6. Category 6 - Surveillance Systems and Related Services
7. Category 7 - Wireless Systems and Related Services
8. Category 8 – Intrusion Detection Systems and Related Services

All Low Voltage Systems and products awarded, and subsequent contracts must be installed by the Awarded Contractor.

II. **Excluded Requirement:** The following item shall not be used for purchasing from the awarded agreements:

1. Telephone and computer equipment, purchases allowed ONLY if used for an install of a low voltage system project
2. Telephone systems of any type
3. Routers
4. Layer 3 switches
5. Firewalls
6. Services not related to any specific category defined within this RFP
7. Intercom call box, purchases allowed ONLY if used for an install of a low voltage system project
8. Video conferencing equipment
9. Security fencing
10. Security lighting
11. Any hardware that is not associated with electronic hardware, purchases allowed ONLY if used for an install of a low voltage system project that includes miscellaneous items such as vecro, labels, screws, nuts, and bolts.

The awarded agreements are only for installed low voltage system as defined in this RFP. The ONLY stand-alone low voltage system products to be sold separately under the statewide price agreements are listed below:

1. Fuses
2. Patch cords
3. Fiber jumpers
4. Wiring and components for mountain top radio installations
5. Access cards and badges
6. Badging ink cartridges
7. Cleaning cartridges

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a. All corrections, fixes, repairs, and any failures to the low voltage wiring system after final acceptance and during the Warranty Period must be at no added cost to the procuring agency.
b. If system performance or material fails to meet the performance standards, at the time of the installation, reparations will be made.
c. The manufacturer, using certified contractor(s) of its choosing, replace or repair the non-compliant qualifying components.

F. LOW VOLTAGE SYSTEM CATEGORIES

1. CATEGORY 1 – OUTSIDE CABLING SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) an outside cabling system, b) related components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide an outside cabling system or replace or add to an outside cabling plant as needed, as defined for this category, and capable of interfacing with other systems.

a. Brief Description of Outside Cabling System: is the portion of a premises distribution system, or PDS, that is specific to the infrastructure needed to connect campus buildings and provide for access to the serving Local Exchange Carrier (LEC). The Outside Cabling System is composed of the media, either copper or fiber, and the supporting pathways and structures required to link the serving facilities to outlying locations to provide for voice, data, video and other low voltage systems. The Outside Plant cable is installed via Aerial, Underground (conduits) and/or direct buried applications.

b. Outside Cabling System Components: Outside Cabling Systems must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:

1) Installed outdoor rated buried or aerial cable, either copper or fiber
2) Installed Maintenance Holes
3) Installed Handholds
4) Installed Vaults and supporting structure hardware
5) Installed Overvoltage and overcurrent protection systems
6) Installed Bonding and grounding
7) Installed Splice enclosures
8) Installed Conduits
9) Installed Pedestals, Cabinets and Cross-connects
10) Installed Poles and hardware (pole attachments)
11) Installed Support strands (messengers)
12) Installed Anchors
13) Installed Guys
14) Installed Cable Markers (warning tape, electronic markers, etc.)
15) Installed Fiber terminations and cross-connects (Fiber Distribution Units)
16) Cable identification and cable pair/strand counts

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17) System documentation (cable routes and distances)
18) Trenching, direct boring, and pole installation
19) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
20) Installed OS1 and OS2 Single-Mode fiber
21) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
22) Provide and install any related software and any Software Subscriptions

c. **Mandatory Related Services**: The Contractor must provide and make available the related services to the procuring agency as defined:
   1) Planning and Design Services
   2) Installation of Wiring/Cabling Services
   3) Testing and Inspection Services
   4) Decommissioning Services
   5) Maintenance and Support/Post Warranty Maintenance and Support Services, optional

d. **Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
   1) National Standard: BICSI Telecommunications Distribution Methods Manual (TDMM) latest version,
   2) State Rules and Statute: https://www.rld.state.nm.us/construction/rules-laws-building-codes.aspx

e. **Mandatory Certification:**
   1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
   2) New Mexico Electrical (*EE98*) License

f. **Mandatory One-Year Warranty as defined.**

2. **CATEGORY 2 – INSIDE WIRING SYSTEMS AND RELATED SERVICES**

The scope of work for this category includes a brief description of: a) an inside wiring system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide an Inside Wiring System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

a. **Brief Description of Inside Wiring System**: must include but limited (1) the portion of a premises distribution system (PDS) that is specific to the internal infrastructure cabling of a building, (2) it is a preplanned network of cabling within a building, designed for the transmission of voice, data video and other low voltage systems, (3) it is a structured wiring system that is designed to implement present needs as well as future services and growth, and to accommodate future moves and reconfigurations, (4) it provides connectivity between building floors, access to the serving Local Exchange Carrier (LEC) and to other buildings to the Equipment Room, and (5) it also provides connectivity from the telephone and computer wall outlets to the Telecommunications Rooms (TRs) in a building. The inside wiring system main elements must include two (2) main elements but not limited to:

21) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
22) Related Software and any Software Subscriptions, as applicable

Nurse Call System Components:

1) Annunciator Panels
2) Pull String Stations
3) Push Button Stations
4) Bedside Stations and Call cords
5) Pillow Speakers
6) Duty and Staff Stations
7) Corridor and Zone Lights
8) Power Supplies
9) Control Modules
10) Pagers
11) Universal Transmitters
12) Paging Base Transmitters
13) Wireless Pull cord Stations
14) Wireless Bed Stations
15) Provide and install any related software and any Software Subscriptions

c. **Mandatory Related Services**: The Contractor must provide and make available the related services to the procuring agency as defined:
   1) Planning and Design Services
   1) Installation of Wiring/Cabling Services
   2) Testing and Inspection Services
   3) Decommissioning Services
   4) Maintenance and Support/Post Warranty Maintenance and Support Services
d. **Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
   1) National Standard: BICSI Telecommunications Distribution Methods Manual (TDMM) latest version,
   2) State Rules and Statute: https://www.rld.state.nm.us/construction/rules-laws-building-codes.aspx

e. Mandatory Certification:

1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
2) New Mexico Electrical (*EE98*) License

f. Mandatory One-Year Warranty as defined.

6. CATEGORY 6 – SURVEILLANCE SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) a surveillance system, b) its components, and c) related services, d) compliance to standards, e) certifications mandated. The awarded Contractor will be responsible to provide a Surveillance System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

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a. **Brief Description of Surveillance Systems**: provides surveillance capabilities used in the protection of people, assets, and systems. It is the monitoring of behavior, activities, or information. This can include observation from a distance by means of electronic equipment, such as surveillance system, or interception of electronically transmitted information, such as internet traffic. It can also include simple technical methods, such as human intelligence gathering and postal interception.

   Surveillance systems are used to support comprehensive security systems by incorporating video coverage and security alarms for barriers, intrusion detection and access control.

b. **Surveillance System Components:** must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:
   1) Install all types of cameras and any future upgrades due to technology changes:
      a. IP
      b. PTZ cameras
      c. IR (Infrared Radiation)
      d. LPR (License Plate Recognition)
      e. Analog cameras
   2) Install all Housing and Mounts
   3) Install various types of Monitors and accessories
   4) Install Video recorders and storage
      a. DVR (Digital Video Recorder)
      b. NVR (Network Video Recorders) with their accompanying SAN, NAS storage systems where you will store all the recorded material.
   5) Install the following communication devices that are needed for the surveillance system:
      a. Layer 2 Switches
      b. Antennas (wireless)
   6) Install Power supplies to ensure the overall functionality
   7) Provide and Install Software for Remote Addressable Systems
   8) Related Software and any Software Subscriptions, as applicable
   9) Longer Event Storage (ex: 30-days vs. 120-days vs. Unlimited), optional
   10) Exporting Capability, optional
   11) Priority Support, optional
   12) User Authentication, optional
   13) User Synchronization, optional
   14) Integrate with other low voltage systems, optional
   15) Able to provide Video Analytics software to enhance people, vehicles, objects, and their associated behaviors within a camera's view:
      a. SNMP
      b. Audio interface
      c. Smart phone
   16) Video Analytics: provide Video Analytics software to enhance people, vehicles, objects, and their associated behaviors within a camera's view

17) Install all associated cabling that is need to for the system to be operational
18) Installed Category 5e, 6, 6A UTP cabling
19) Installed Category 6A STP Cabling
20) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
21) Installed OS1 and OS2 Single-Mode fiber
22) Install RG59, RG11 CCTV Coaxial
23) Install associated cabling (Video Jumpers, Video-power cable, power pigtails HDMI cables and splitters.
24) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
25) Provide and install any related software and any Software Subscriptions, as required

c. **Mandatory Related Services**: The Contractor must provide and make available the related services to the procuring agency as defined:
   1) Planning and Design Services
   2) Installation of Wiring/Cabling Services
   3) Testing Services
   4) Inspection Services
   5) Decommissioning Services
   6) Maintenance and Support/Post Warranty Maintenance and Support Services

d. **Mandatory Compliance to Standards:** installed, replaced, and/or added to System must comply with the following standards:
   1) National Standard: BICSI Telecommunications Distribution Methods Manual (TDMM) latest version,
   2) State Rules and Statute: https://www.rld.state.nm.us/construction/rules-laws-building-codes.aspx

e. **Mandatory Certification:**
   1) Registered Communications Distribution Designer (RCDD) certified by Building Industry Consulting Service International (BICSI)
   2) New Mexico Electrical (*EE98*) License

f. **Mandatory One-Year Warranty as defined.**

7. CATEGORY 7 – WIRELESS SYSTEMS AND RELATED SERVICES

The scope of work for this category includes a brief description of: a) a wireless system, b) its components, c) related services, d) mandatory compliance to standards, e) mandatory certifications, and f) mandatory One-Year warranty. The awarded Contractor will be responsible to provide Wireless System or add to or upgrade all or a portion of an existing system as defined for this category and capable of interfacing with other systems.

a. **Brief Description of Wireless Systems**: Wireless Systems entails the transmission of communications services using radio frequency and Infra-red medium. Despite its name, all wireless systems require some form of wiring to connect the system to the voice and data networks. These systems are used as an alternative to the same services normally transferred via a wired infrastructure. Wireless Systems are divided into two basic elements, indoor and outdoor. There are 2 types of wireless systems:

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1. Indoor Wireless Systems are used to extend services where wire placement is not feasible do to building constraints or excessive costs. Also, indoor wireless systems are used to extend network services to portable devices, such as laptops and smart phones. This is accomplished via Wireless Access Points (WAPs).
2. Outdoor Wireless Systems are used to connect buildings where a cable infrastructure is not feasible either because of obstacles that prevent direct buried or aerial cable installation, or where costs make cable installation unfeasible.

b. Wireless System Components: must include but not limited to the components listed for a new system, any additions to an existing system, or an upgrade to all or a portion of an existing system:

1) Installed Access Points (WAPs)
2) Installed Infrared Transmitters and Receivers
3) Installed POE Switches
4) Installed Switches
5) Installed Twisted-Pair Cabling - Category 6A
6) Installed AP Power supplies (Power Brick)
7) Installed NICs
8) Installed Bridges
9) Installed Station Software
10) Installed Category rated UTP, STP and Coaxial Cable
11) Installed Gateways
12) Outdoor Radio Frequency Equipment
13) Installed Antennas
14) Installed Transceivers
15) Installed Waveguide
16) Installed Amplifiers/Attenuators
17) Installed Lightning Arresters
18) Installed Signal Splitters
19) Installed Transceivers
20) Installed Transmitter Combiners
21) Installed Duplexers
22) Installed Media Converters
23) Installed Frequency Converters
24) Installed Towers, Poles, Masts, Guys and Antenna Mounts
25) Installed Category 5e, 6, 6A UTP cabling
26) Installed Category 6A STP Cabling
27) Installed OM1, OM2, OM3, OM4, and OM5 multimode fiber
28) Installed OS1 and OS2 Single-Mode fiber
29) Any installed future UTP, STP, and fiber types that are specified by National codes and specifications
30) Provide and install any related software and any Software Subscriptions

c. Mandatory Related Services: The Contractor must provide and make available the related services to the procuring agency as defined:

1) Planning and Design Services
2) Installation of Wiring/Cabling Services

DocuSign Envelope ID: AC475B9D-D5F1-478D-807F-ABCF0933CA24

APPENDIX C

Equipment Schedule by Category Minimum Discount (%) off MSRP in Manufacturer's Catalog OR RSSP in Reseller's Catalog By Low Voltage System Category (1 – 8) Response Form

Category No.	Manufacturer Name	Manufacturer's or Reseller's Catalog URL/Link. If URL/Link is Not Available, provide an electronic copy of the Catalog with the name of the Manufacturer on the front page of the Catalog.	**Minimum Discount off MSRP or RSSP in Manufacturer's or Reseller's Catalog
Category 1: Outside Cabling System			
*	Superior Essex AFL Berk-Tek Belden Circa Tel Tii Hoffman Corning Dura-Line Preformed	Superior Essex AFL Berk-Tek Belden Circa Telecom Tii Technologies Hoffman Corning Dura-Line Preformed	5% 5% 5% 5% 5% 5% 5% 5% 5% 5%

Category 6: Surveillance Systems	Altronix	See Attached Price List	0%
	Arecont	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Code Blue	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Hanwa	See Attached Price List	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Louroe	See Attached Price List	0%
	Middle Atlantic	See Attached Price List	0%
	NVT	See Attached Price List	0%
	Pelco	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Totvision	See Attached Price List	0%
	Veracity	See Attached Price List	0%
	Video Mount	See Attached Price List	0%
	Vigitron	See Attached Price List	0%
	Winsted	See Attached Price List	0%
Category 7: Wireless Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Middle Atlantic	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Vigitron	See Attached Price List	0%
	Winsted	See Attached Price List	0%
Category 8: Intrusion Detection Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Veracity	See Attached Price List	0%

****Minimum discount off either the Manufacturer's Catalog (MSRP) or Reseller's Catalog (RSSP)**

Category 6: Surveillance Systems	Altronix	See Attached Price List	0%
	Arecont	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Code Blue	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Hanwa	See Attached Price List	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Louroe	See Attached Price List	0%
	Middle Atlantic	See Attached Price List	0%
	NVT	See Attached Price List	0%
	Pelco	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Totvision	See Attached Price List	0%
	Veracity	See Attached Price List	0%
	Video Mount	See Attached Price List	0%
	Vigitron	See Attached Price List	0%
	Winsted	See Attached Price List	0%
Category 7: Wireless Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	Middle Atlantic	See Attached Price List	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Vigitron	See Attached Price List	0%
	Winsted	See Attached Price List	0%
Category 8: Intrusion Detection Systems	Altronix	See Attached Price List	0%
	Axis	See Attached Price List	0%
	Exacq	See Attached Price List	0%
	Gallagher	See Attached Price List	0%
	Graybar	https://www.graybar.com/store/en/gb	0%
	Ingram Micro	https://usa.ingrammicro.com/	0%
	PSA	See Attached Price List	0%
	Summit	https://www.summit.com/	0%
	RS2	See Attached Price List	0%
	Veracity	See Attached Price List	0%

****Minimum discount off either the Manufacturer's Catalog (MSRP) or Reseller's Catalog (RSSP)**

APPENDIX C1

Service Schedule by Category Labor Type Hourly Rates Response Form By Low Voltage Systems Categories (1-8)

Low Voltage System Labor Types by Title Maximum Hourly Rate(s) If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than $60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than $60,000 including gross receipts tax				
Low Voltage System Category	**Labor Type by Title**	**Service Description**	**Onsite Maximum Hourly Rate ($)**	**Offsite Maximum Hourly Rate ($), Optional**
Category 1: Outside Cabling System	**Title:** Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs and/or manages a low voltage system project for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 2: Inside Wiring Systems	**Title:** Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and	95.00	95.00

Low Voltage System Labor Types by Title Maximum Hourly Rate(s) If the labor type is within the New Mexico Public Works Minimum Wage Act, prevailing wage rates shall apply to Total Project costs greater than $60,000 including gross receipts tax. Prevailing wage rates Do NOT apply to Total Project costs equal to or less than $60,000 including gross receipts tax				
Low Voltage System Category	**Labor Type by Title**	**Service Description**	**Onsite Maximum Hourly Rate ($)**	**Offsite Maximum Hourly Rate ($), Optional**
		support the components of this category.		
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 5: Paging Systems	**Title:** Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00
	Title: New Mexico Electrical (EE98-J) Journeyman Certified	A licensed electrical contractor that provides electrical connections to support the components of this category.	95.00	95.00
	Title: Installer/Technician	An installer/technician that is responsible for installing and repairing low voltage systems for this category.	95.00	95.00
	Title: Apprentice/Laborer	An apprentice/laborer that is responsible for assisting the installer/technician with installing and repairing low voltage systems for this category.	75.00	75.00
Category 6: Surveillance Systems	**Title:** Registered Communications Distribution Designer (RCDD)	A certified RCDD that designs a low voltage system for this category and provides oversight and involved in the final inspection and walkthrough.	95.00	95.00

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22503437

Payment Terms: Net 30

BILL TO

PURCHASING OFFICE
PO BOX 909
SANTA FE, NM 87504-0909
www.santafenm.gov

VENDOR

HEI INCORPORATED
PO BOX 31310
ALBUQUERQUE, NM 87190-1310
Email: TRACY@HEINM.COM
Fax: 5058371516

SHIP TO

MARKET STATION (RAILYARD)
123 Marcy Street, Suite 205
SANTA FE, NM 87501
Email: lsolguin@santafenm.gov req by Lizzy Portillo

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
5058801819	5058371516	12504040	CC 92005

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/19/2024	2385			Economic Development Dept

Item#	Description/PartNo	QTY	UOM	Unit Price	Net Price
	ARPA: HEI Public Wi-Fi Accessibility Utility Pole The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	ARPA: HEI Public Wi-Fi Accessibility Utility Pole Project	1.0	EA	$169,425.20	$169,425.20
	********** GL SUMMARY ********** 2402800 - 510340 $169,425.20				

By: _____
Purchasing Officer, CPO

Total Ext. Price	$169,425.20
PO Total	**$169,425.20**

City of Santa Fe
Purchasing Office
P.O. Box 909
Santa Fe, NM 87504-0909
www.santafenm.gov

PURCHASE ORDER

Terms and Conditions

TERMS, CONDITIONS, and INSTRUCTIONS:

Payment Terms if not otherwise specified: Net 30

Acceptance of this Purchase Order (PO) with the stated terms, conditions, and prices constitutes a legally binding contract. No changes, substitutions, or price variance will be allowed without prior authorization from the Purchasing Office.

The PO number must appear on all invoices, packing slips, bills of lading, etc.

Delivery of materials or services will not be recognized unless supported by a PO. The delivery address, unless otherwise specified, is listed on the first page of this PO.

PO valid for the current fiscal year, unless otherwise specified.

Submit all invoices/bills and statements to the ordering Department (listed as the “Ship To” address). If you do not receive a response within 7 business days, resubmit the invoice to the City of Santa Fe, Accounts Payable Division, accountspayable@santafenm.gov and copy the ordering department.

This PO represents the entire agreement between the City of Santa Fe ("City") and the vendor listed ("Vendor") on the PO unless a separate executed contract exists. In cases of any discrepancy between the PO and a contract, the terms and conditions of the written and signed contract shall prevail. The terms and conditions herein supersede any variance with the terms and conditions of any order submitted by the City.

TERMINATION:

A. **Grounds:** The City may terminate this PO 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 PO based upon the City’s uncured, material breach of this PO.

B. **Notice:** City Opportunity to Cure.
1) Except as otherwise specified, 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 PO 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 PO 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 PO, the Contractor is suspended or debarred by the City; or (iii) the PO is terminated pursuant to termination of a contract.

Vendor shall not be held liable for failure to provide materials or render services due to strikes, floods, fires, or other causes beyond its control ("force majeure"). The City shall be promptly notified in writing upon the occurrence of such conditions, and the City shall determine if the cause is justified.

The term "this agreement" includes all procurement documents and any future written amendments, modifications, or supplements made in accordance herewith.

CHANGES/AMENDMENTS:
Vendor will accept no changes to this PO, such as verbal instructions or red line drawings, unless authorized in advance by the City’s Purchasing Division through a PO change order or in writing.

COMPLIANCE WITH LAWS:
Vendor represents and warrants that the performance of this PO and the furnishing of goods and services shall strictly adhere to all applicable standards, provisions, and stipulations of federal, State of New Mexico, and local laws, rules, regulations, and ordinances.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:
In accordance with the New Mexico Human Rights Act, NMSA 1978 sec. 47-7C-1 et seq., Vendor agrees not to refuse or otherwise limit or put conditions on services to a person because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition, or spousal affiliation.

LIENS, CLAIMS, AND ENCUMBRANCES:
Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or security interests of any kind.

WARRANTY:
Vendor warrants to City that such goods will materially conform to the specifications set forth in procurement, the contract, previous agreement, and/or published specifications in effect as of the date of delivery/acceptance and be free from material defects in material and workmanship. Warranties offered must be equal to or greater than the warranties offered in the industry.

REJECTION:
All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting from nonconformity to the terms and specifications of the contract, whether held by City or returned, will be at the Vendor's risk and expense. The City reserves the right to reject, at the Vendor's expense, any goods or materials that do not meet the specified requirements outlined in the PO.

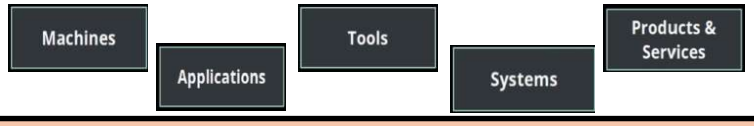
PACKING AND SHIPPING INSTRUCTIONS:
No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, Vendor agrees to repay all shipping charges. The City reserves the right to refuse any C.O.D. shipments. If an approved shipping charge is authorized by the City, then it will appear as a separate line item on this PO.

CASH DISCOUNTS AND PRICE PROTECTION:
If entitled, the City's computation period for a cash discount starts on the date of delivery or receipt of a correctly completed invoice, whichever is later. In cases where an adjustment in payment is necessary due to damage, the cash discount period starts on the date final approval for payment is authorized. If a discount is part of the contract, and the invoice does not reflect the existence of a cash discount, the city is entitled to a cash discount with the period commencing on the date the city determines that a cash discount applies.

PROJECT CHARTER

Project Title	*Wi Fi Accessibility Program - Tech Net Program*			Project Manager	Margaret M. Neill
Project Start Date	Jan-25	Project End Date	Jun-25	Project Sponsor	Elisa Portillo

Project Scope	Business Need
Project 2 - Acquire 45 additional Wi-Fi hotspots by utilizing existing price agreements and distribute as part of the existing Tech Connect Program in place withing the City's Library system.	***Increase Access to Broadband Service***



Deliverables	
1	implementation plan
2	establishment of project team
3	installation and testing
4	community outreach-messaging
5	

Risk and Issues
encumbrance of funding by 12.31.24
fixed asset inventory requirements for devices and equipment

Assumptions and Dependencies	
1	encumbrance in place by 12.31.24
2	receipt of devices and inventory
3	deployment of devices
4	
5	

FINANCIALS

utilization of American Rescue Plan Act (ARPA) funding

MILESTONES/PROJECT SCHEDULE

Milestones	Target Completion Date	Actual Date
Encumbrance of project funds	12.31.24	12.20.24
Establishment of Project Team	1.15.25	
Receipt and Testing of Equipment		
Equipment Placement		

Project Team	Approval / Review / Committee

CITY OF SANTA FE

Economic Development

Broadband Strategic Plan
Wi Fi Accessibility Project
Project 2 – Tech Connect

March 15, 2025

OVERVIEW

1. Project background and description

Tech Connect - Santa Fe Public Library lends hotspots to library card holders.

The City of Santa Fe Public Library is dedicated to connecting our community with technology and access to meet their personal and professional needs. The library has purchased hotspots through Cares Act and other funding to expand access to technology and the internet for our users.

The Tech Connect program makes hotspots available to check out for FREE to SFPL cardholders 18 and older (with SFPL library card and photo ID).Hotspots can be checked out for 28 days and must be returned in person to a staff member.

There is no charge to borrow technology, however, fees/costs will be charged for late, damaged, lost, or stolen equipment. There are a limited number of hotspots available for checkout at each library location and late fees will help to promote punctual returns of technology. Upon check out, the borrower must sign an agreement assuming full responsibility for the equipment and any accessories. This includes financial responsibility for replacing an item if lost, stolen, or damaged.

Building upon the existing Tech Connect Program, the City of Santa Fe Office of Economic Development provided ARPA Broadband funding to increase the number of available Wi Fi devices at the City's Libraries. The additional devices will allow vulnerable population groups that do not have access to Wi Fi (either device or hotspots) with the ability to utilize Free Wi Fi access via the City's Wi Fi Accessibility Project (Project).

2. Project scope

Acquire and deploy forty-five (45) T-Mobile hotspots with Wi Fi access capabilities within the City's Library system.

3. High-level requirements

Compliance with the ARPA funding, the Safeware Agreement, and the Library guidelines and terms of use.

4. Deliverables

- 45 T-Mobile Hotspots with Wi Fi service.

5. Affected parties

City of Santa Fe –

- Office of Economic Development
- City of Santa Fe Library System

Vulnerable Population Groups

6. Affected business processes or systems

The Library's existing Tech Connect guidelines and agreements.

7. Specific exclusions from scope

- Long term capital replacement budget for Project

8. High-level timeline/schedule

MILESTONES/PROJECT SCHEDULE	
Milestones	**Target Completion Date**
Encumbrance of project funds	12.31.24
Establishment of Project Team	1.15.25
Receipt and Testing of Equipment	
Equipment Placement	

APPROVAL AND AUTHORITY TO PROCEED

Name	Title	Date
Approved By Date	**Approved By** Date	

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22503443

Payment Terms: Net 30

BILL TO

PURCHASING OFFICE
PO BOX 909
SANTA FE, NM 87504-0909
www.santafenm.gov

VENDOR

SAFEWARE INC
4403 FORBES BLVD
LANHAM, MD 20706
Email: PURCHASING@SAFEWAREINC.COM
Fax: 301-683-1200

SHIP TO

MARKET STATION (RAILYARD)
123 Marcy Street, Suite 205
SANTA FE, NM 87501
Email: lsolguin@santafenm.gov req by Lizzy Portillo

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
301-683-1234	301-683-1200	12504059	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/20/2024	9936			Economic Development Dept

Item#	Description/PartNo	QTY	UOM	Unit Price	Net Price
	ARPA: Pubic Wifi Phase Two The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	ARPA Pubic Wifi Phase 2	1.0	EA	$20,127.12	$20,127.12
	********** GL SUMMARY ********** 2122800 - 510340 $0.08 2402800 - 510340 $20,127.04				

By: _____
Purchasing Officer, CPO

Total Ext. Price	$20,127.12
PO Total	**$20,127.12**

City of Santa Fe
Purchasing Office
P.O. Box 909
Santa Fe, NM 87504-0909
www.santafenm.gov

PURCHASE ORDER

Terms and Conditions

TERMS, CONDITIONS, and INSTRUCTIONS:

Payment Terms if not otherwise specified: Net 30

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PO valid for the current fiscal year, unless otherwise specified.

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This PO represents the entire agreement between the City of Santa Fe ("City") and the vendor listed ("Vendor") on the PO unless a separate executed contract exists. In cases of any discrepancy between the PO and a contract, the terms and conditions of the written and signed contract shall prevail. The terms and conditions herein supersede any variance with the terms and conditions of any order submitted by the City.

TERMINATION:

A. **Grounds:** The City may terminate this PO 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 PO based upon the City’s uncured, material breach of this PO.

B. **Notice:** City Opportunity to Cure.
1) Except as otherwise specified, 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 PO 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 PO 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 PO, the Contractor is suspended or debarred by the City; or (iii) the PO is terminated pursuant to termination of a contract.

Vendor shall not be held liable for failure to provide materials or render services due to strikes, floods, fires, or other causes beyond its control ("force majeure"). The City shall be promptly notified in writing upon the occurrence of such conditions, and the City shall determine if the cause is justified.

The term "this agreement" includes all procurement documents and any future written amendments, modifications, or supplements made in accordance herewith.

CHANGES/AMENDMENTS:
Vendor will accept no changes to this PO, such as verbal instructions or red line drawings, unless authorized in advance by the City’s Purchasing Division through a PO change order or in writing.

COMPLIANCE WITH LAWS:
Vendor represents and warrants that the performance of this PO and the furnishing of goods and services shall strictly adhere to all applicable standards, provisions, and stipulations of federal, State of New Mexico, and local laws, rules, regulations, and ordinances.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:
In accordance with the New Mexico Human Rights Act, NMSA 1978 sec. 47-7C-1 et seq., Vendor agrees not to refuse or otherwise limit or put conditions on services to a person because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition, or spousal affiliation.

LIENS, CLAIMS, AND ENCUMBRANCES:
Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or security interests of any kind.

WARRANTY:
Vendor warrants to City that such goods will materially conform to the specifications set forth in procurement, the contract, previous agreement, and/or published specifications in effect as of the date of delivery/acceptance and be free from material defects in material and workmanship. Warranties offered must be equal to or greater than the warranties offered in the industry.

REJECTION:
All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting from nonconformity to the terms and specifications of the contract, whether held by City or returned, will be at the Vendor's risk and expense. The City reserves the right to reject, at the Vendor's expense, any goods or materials that do not meet the specified requirements outlined in the PO.

PACKING AND SHIPPING INSTRUCTIONS:
No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, Vendor agrees to repay all shipping charges. The City reserves the right to refuse any C.O.D. shipments. If an approved shipping charge is authorized by the City, then it will appear as a separate line item on this PO.

CASH DISCOUNTS AND PRICE PROTECTION:
If entitled, the City's computation period for a cash discount starts on the date of delivery or receipt of a correctly completed invoice, whichever is later. In cases where an adjustment in payment is necessary due to damage, the cash discount period starts on the date final approval for payment is authorized. If a discount is part of the contract, and the invoice does not reflect the existence of a cash discount, the city is entitled to a cash discount with the period commencing on the date the city determines that a cash discount applies.

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10193630	
Order Date	Page
12/13/2024 09:46:59	1 of 1

Quote Expires On: 01/12/2025

Contract No: Santa Fe NM Contract #3204506

Bill To: **Customer ID:** 149344

City of Santa Fe, NM
PO Box 909
200 Lincoln Ave
Santa Fe, NM 87504-0909

505-955-6949

Ship To:

City of Santa Fe, NM
PO Box 909
200 Lincoln Ave
Santa Fe, NM 87504-0909

Requested By: Lizzy Portillo

PO Number	*Taker*	*Email*
T-MOBILE SERVICE	Deann Campbell	dcampbell@safewareinc.com
Freight Terms	*Phone*	*Fax*
Freight Paid		
Sales Representative		
Rob Berner		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
24.00	0.00	24.00	MTH		TMO HOTSPOTS SVC CSFL	MTH	838.63	20,127.12
			1.0		T-MOBILE UNLIMITED DATA FOR HOTSPOTS City of Sante Fe	1.0		

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** rberner@safewareinc.com

Total Lines: 1

SUB-TOTAL:	20,127.12
TAX:	0.00
AMOUNT DUE:	**20,127.12**

Actual freight added per freight terms

T-MOBILE FOR GOVERNMENT

02/21/25

City of Santa Fe - Library

Payment Support: Safeware Inc. **Procurement Contract: NASPO**

Term: 24 months

Service Plans	Monthly Price	Qty.	Total Monthly Cost
T-Mobile Unlimited Data for Laptops	$29.40	-	$0.00
T-Mobile Unlimited Data for Hotspots	$15.00	45	$675.00
Total Monthly Service Costs			$675.00

Devices		Qty.	Total Cost
Lenovo 100e	$0.00	-	$0.00
5G jextream hotspot	$0.00	45	$0.00
Equipment Cost Total			**$0.00**

Pricing Summary			Total Monthly
Service Plans Sub-Total			$675.00
Regulatory Fees	$0.00	45	$0.00
Total Monthly Service Costs			**$675.00**

T-MOBILE FOR GOVERNMENT

12/11/24

City of Santa Fe - Library

Payment Support: Safeware Inc. **Procurement Contract: NASPO**

Term: 24 months

Service Plans	Monthly Price	Qty.	Total Monthly Cost
T-Mobile Unlimited Data for Laptops	$29.40	-	$0.00
T-Mobile Unlimited Data for Hotspots	$15.00	45	$675.00
Total Monthly Service Costs			$675.00

Devices		Qty.	Total Cost
Lenovo 100e	$0.00	-	$0.00
5G jextream hotspot	$0.00	45	$0.00
Equipment Cost Total			**$0.00**

Pricing Summary			Total Monthly
Service Plans Sub-Total			$675.00
Regulatory Fees	$1.40	45	$63.00
Total Monthly Service Costs			**$738.00**

T-Mobile Project 10Million Agreement (General)

This T-Mobile Project 10Million Agreement (General) ("**Agreement**") is effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), and is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and City of Santa Fe, New Mexico, a(n) New Mexico municipality with its principal place of business at 200 Lincoln Ave Santa Fe, New Mexico 87501 (C/O Safeware, Inc. 4403 Forbes Avenue, Lanham, MD 20706) ("**Customer**").

1. **Term**. The term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("**Term**"). Each line of Service activated under this Agreement will have the service term associated with the rate plan (described in Section 3 below) that such line is on (the "**Service Period**"). A line's Service Period begins on the date of activation of such line of Service.

2. **Underlying Agreement**. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile, and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. MA176 and applicable Participating Addendum ("**Master Agreement**").

   (a) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

   (b) In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "**New Master Agreement**"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will: (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

   (c) Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

3. **Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:**

Rate Plan	Service Period	Monthly Recurring Charge/Line	Features[1]	Device Cost (Hotspot)[2]
Project 10Million $12 100GB per Month Plan	24 months	$12	Up to 100GB of high- speed data per month per line.	$0
Project 10Million 2-year Unlimited Plan	24 Months	$15	Unlimited on device 4G LTE data	$0
Project 10Million 1-year Unlimited Plan	12 Months	$20	Unlimited on device 4G LTE data	$0
Project 10Million MTM Unlimited	Month-to-Month	$25	Unlimited on device 4G LTE data	$0

Plan				

[1] During congestion, Project 10Million customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Monthly data service ends at 100GB on $12 plan. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.40 per data only line ($0.12 for RPF & $1.28 for TRF) apply. RPF and TRF subject to change upon notice. Roaming not available. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

[2] This free hotpot offer is subject to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion. Eligible end users ("**Eligible Students**") must be a K-12 student enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school). Limit of one free hotspot device per Eligible Student.

*Prices do not include applicable taxes and surcharges, and do not include CALNET administrative fee of 1%, which will be paid by Customer; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and Devices:

Total # of Lines of Service	Rate Plan	Applicable Term Length	Total Service Charge for Term[1]	Individual Device Value (Zero Cost to Customer)
	Project 10Million $12 100GB per Month Plan	24 Months		
45	**Project 10Million 2-year Unlimited Plan**	24 Months	$16,200	$0
	Project 10Million 1-year Unlimited Plan	12 Months		
	Project 10Million MTM Unlimited Plan	Month-to-Month	TBD	

TOTAL CUSTOMER COMMITMENT: $16,200[2]

[1] Total Service Charge for Term for each row is calculated by multiplying (i) the Total # of Lines of Service in the row, by (ii) the applicable Rate Plan amount per device, by (iii) the number of months in the Applicable Term Length. If the Applicable Term Length is Month-to-Month, then the Total Service Charge for the Term is TBD.

[2] Total Customer Commitment is calculated by adding together the Total Service Charge for Term for each row.

*Amounts above do not include applicable taxes and surcharges, and do not include CALNET administrative fee of 1%, which will be paid by Customer; not qualified for any further aggregate volume discount.

AGREEMENT CONTINUES ON FOLLOWING PAGES

With respect to Customer's order of 45 lines pursuant to this Agreement, T-Mobile and Customer acknowledge and agree that the MRC for 24-months of service in the amount of $16,200 ("Grant Amount") will be prepaid in full on Customer's behalf by Safeware, Inc. (based on a grant agreement between Customer and Safeware). T-Mobile agrees to invoice Safeware for the Grant Amount at the following address:

Safeware, Inc.
4403 Forbes Avenue
Lanham, MD 2076
Attn: Tommy Nairn, VP of Operations
Email: tnairn@safewareinc.com

Customer will ensure that Safeware pays the full Grant Amount to T-Mobile within 30 days of Safeware's receipt of the invoice; and Customer acknowledges and agrees that Customer remains financially liable for Products and Services received by Customer under the Agreement that are not paid by Safeware (including any portion of the Grant Amount not paid by Safeware and attributable to Products and Services received by Customer).

5. (a) Additional Stipulations.

- Customer must utilize the Devices from T-Mobile with an activated line of Service based on one of the rate plans listed above under its Master Account.
- Customer agrees that it cannot change or move the lines of Service to a different or lower rate plan during the lines' Service Period and if it does, Customer will reimburse T-Mobile as set forth in Section 5(c) below.
- Each line of Service and each Device must be activated in accordance with the terms of the Master Agreement.
- The free Device described in the rate plans above cannot be combined with any other discount or promotional offers.
- Customer's account must remain in good standing with T-Mobile to receive the Device Discount.
- Each line of Service must be activated and maintained for at least the full length of such line's applicable Service Period (e.g., 12 months or 24 months), provided that Customer may suspend lines up to 60 days during the summer months while Customer is not in session; however, the Service Periods for those lines with 12-month and 24-month Service Periods will be extended by the applicable number of months of suspension when calculating whether or not such lines have completed their 12-month and 24-month Service Periods (as applicable), and the months while the lines are suspended will not qualify to meet the applicable Service Period.

(b) Early Termination or Suspension of Service Period; Hotspot Repayment. If any line of Service that received a free Device is terminated or suspended (without reactivation within 60 days of such termination or suspension) prior to the end of the applicable Service Period, then Customer agrees to reimburse T-Mobile a pro rata portion of the Individual Device Value (identified in the table in Section 4 above) equal to $1/12^{th}$ (for lines with 12-month terms) or $1/24^{th}$ (for lines with 24-month terms), as applicable, of the Individual Device Value for each month remaining in the Service Period. For purposes of the Device repayment in this subsection (b), lines of Service that are Month-to-Month will be treated as having a 12-month term. For example, if Customer has 100 Devices (each with an Individual Device Value of $84) and those Devices have associated lines of Service with a 12-month Service Period (or Month-to-Month), and Customer terminates all 100 lines after the seventh month of the Service Period has ended (leaving 5 uncompleted months in the Service Period), then Customer will repay T-Mobile an amount calculated by multiplying (i) $84, by (ii) 5/12ths, by (iii) 100 Devices, equaling a total repayment amount of $3,500. T-Mobile will charge Customer the repayment amount for each line of Service terminated or suspended before the end of the applicable Service Period on Customer's monthly bill.

6. Privacy. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit A to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.

7. Prepayment. Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Devices ordered under this Agreement. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws,

rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

8. Reserved.

9. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	City of Santa Fe, New Mexico/ Larry Worstell/ Manager - IT Infrastructure and Cloud Operation
Address:	200 Lincoln Ave Santa Fe, New Mexico 87501
Telephone:	(505) 955-5580 Fax: (505) 438-5581
Email:	lfworstell@ci.santa-fe.nm.us

This Agreement is executed by each Party's authorized representative as of the Agreement Effective Date.

City of Santa Fe, New Mexico	**Contractor: T-Mobile USA, Inc.**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Legal Approved by: _____ T-Mobile USA, Inc. Legal Department

EXHIBIT A

COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- Data Usage: T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- Unique identifiers: T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- Bandwidth data: T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile may disclose this personal information to Customer upon Customer's request to assist in delivering and improving the services, and they must treat this information as confidential and use it only for those purposes. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at https://www.t-mobile.com/privacy-center/our-practices.

Technology Lending Guidelines and Agreement

The Santa Fe Public Library ("Library") is dedicated to connecting our community with innovative technology and access to meet their personal and professional needs. There is no charge to borrow technology, however, fees will be charged for late, lost, stolen, or damaged equipment.

Upon check out, the borrower assumes full responsibility for the equipment and any accessories. This includes financial responsibility for replacing an item if lost, stolen, or damaged.

Guidelines for Borrowing and Use of Library Technology:

1. Borrowers must be at least **18 years old**.
2. A valid Santa Fe Public Library card with **current address is required.**
3. Library account should be in good standing.
4. A valid government issued ID with picture and **proof of a current New Mexico address** must be presented.
5. Borrowers are required to read, understand, and sign this Agreement in the presence of a library staff member.
6. Library Technology must be checked out and signed for in the presence of a library staff member.
7. This technology must be returned to Library and signed back in with a library staff member.

Time Limits and Availability

- Technology may be borrowed for **28 days. Renewals are not automatic.** Please contact the library for assistance with renewals

Fees/Costs

There is a five (5) day grace period for overdue technology, but a $30.00 late fee will be charged on the sixth day. If you are unable to return your technology due to extenuating circumstances, please contact the library.

Replacement costs for late, lost, stolen or damaged items are as follows:

Late Items	$30.00	If not checked in before the sixth day overdue
Hotspots	$50.00	Missing/damaged hotspot (complete replacement)
	$20.00	Missing/damaged SIM card
	$10.00	Missing/damaged power adapter
	$10.00	Missing/damaged case
Laptops	$250.00	Missing/damaged laptop (complete replacement)
	$20.00	Missing/damaged case
	$20.00	Missing/damaged power adapter

- The borrower is solely responsible for the technology and agrees to pay replacement costs associated with damage or loss to equipment or accessories while checked out.
- Santa Fe Public Library is not responsible for the loss of any data while using this technology nor personal information that remains on the device after use. The laptops utilize software designed to clear user data on restart; however, patrons are responsible for clearing personal data from computers before returning by rebooting the computer.

Usage and Limits on Use

The borrower is responsible for verifying the current physical condition of the laptop and that it is in working order when it is checked out. Please report damage, non-working laptops, and laptops with any objectionable material downloaded on them immediately. Unreported issues will become the responsibility of the current borrower.

The laptops may not be used to engage in illegal activities or in a manner that interferes with other patrons' ability to use library resources.

Borrowers may not remove or install any software on Library laptops.

Disclaimer

The Library is not responsible for damage to any removable drive (e.g. USB or CD drive) or loss of data that may occur due to user error or malfunctioning hardware/software. Users wishing to save files they have created must save them externally to a flash drive or other storage device or in a cloud storage service. All created files will be wiped clean after a session ends and the laptop is turned off or rebooted.

The Library is not responsible for any computer viruses that may be transferred to or from user storage devices. Laptops use current anti-virus software but cannot guarantee protection against all viruses. The Library does not assume responsibility for lost or corrupted files for any reason, such as hardware failure or network interruptions. The Library assumes no responsibility for any damage to Library users' personal devices, software, files, and/or equipment.

Tampering with Library equipment or attempting to access or modify the operating system or any other software or programming, including bypassing security functions, is prohibited.

I agree:

- To abide by Santa Fe Public Library's lending guidelines.
- To pay any fees as detailed in the lending guidelines if the equipment is returned late.
- To ensure safety and security of all equipment and accessories while in my care including the paying of replacement costs should the equipment or accessories be lost, stolen, damaged, or not returned while checked out to me.
- Failure to follow the terms of technology lending guidelines and agreement could result in the loss of technology borrowing privileges.
- I acknowledge that anti-theft software has been loaded on each device.
- Late items will be charged $30.00 on the sixth day after the five-day grace period has ended.

By my signature below I agree that all of my questions have been answered and I agree to abide by everything in the Technology Lending Guidelines and Agreement:

_____ _____ _____

Print Name Signature Date

Library Card Number_____

ID Verified_____

Staff Signature_____

Your T9 Mobile Hotspot



What's in the Box



Set Up Your Hotspot

Charge the Battery

1. Insert the small end of the USB cable into the micro-USB charging port on the right side of the hotspot.
2. Plug the charging adapter into a standard AC power outlet.

Note: Using a different charger or USB cord other than the one supplied can result in slower charging times.

Power Up the Hotspot

To turn your Hotspot on or off, press and hold the **Power Button** on the front of the device for at least two seconds.

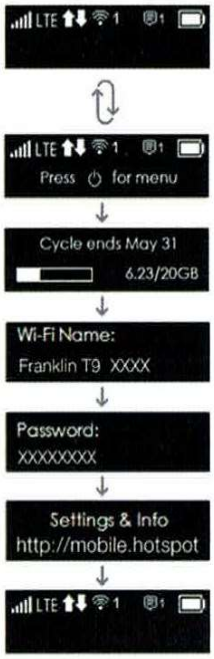
Main Screens

Your Hotspot has a series of screens that let you view device information and system alerts. Press the **Power Button** (Navigation Key) to cycle through the following:

Please return your hotspot to a library staff member during open hours.

PLEASE DO NOT RETURN TECHNOLOGY IN THE BOOK DROP.

Hotspot LCD Screen



	Press quickly	Home screen, Device menu guide (switching every 3 seconds)
	Press quickly	Data usage display
	Press quickly	Wi-Fi Name display
	Press quickly	Password display
	Press quickly	Web Admin URL Guide display
	Press quickly	Back to Home screen

Note: Your Wi-Fi name (SSID) and password appear on the Hotspot LCD display.

Connect to Your Hotspot

Connect a Device to Your Hotspot via Wi-Fi

1. Turn on your Hotspot and your Wi-Fi-enabled device.
2. Open the Wi-Fi application or controls on the computer or Wi-Fi-enabled device that you want to connect to your Hotspot.
3. Find your Hotspot's Wi-Fi name (SSID) and, enter your password to connect to the Internet.

WiFi Network = SFPL-TechConnect

Password = freelibrarywifi

Call your branch reference desk for assistance with hotspots.

PROJECT CHARTER

Project Title	*Wi Fi Accessibility Program - Wi Fi Communications*			Project Manager	Elisa Portillo
Project Start Date	Apr-25	Project End Date	Jun-25	Project Sponsor	Johanna C. Nelson

Project Scope	Business Need
Project 3 - Develop a Communication and Outreach Messaging program that will provide information in English and Spanish on the Wi-Fi Accessibility Program, including locations, service and procedures to access.	***Increase Knowledge of City's Available Broadband Services***



Deliverables	
1	establishment of project team
2	communication and messaging content
3	implementation plan
4	community outreach-messaging
5	

Risk and Issues
1. internal controls
2. over subscription of program

Assumptions and Dependencies	
1	internal approvals
2	internal communication processes
3	dependent on poles and devices ready for use
4	
5	

FINANCIALS

Limited general fund infusion for development and roll-out (can be looked at within existing communication and marketing efforts)

MILESTONES/PROJECT SCHEDULE

Milestones	Target Completion Date	Actual Date
Establish Program Team	4.1.25	
Develop Communication and Messaging Content Material	4.30.25	
Develop Implementation Plan	5.30.25	
Deployment of Communication and Messaging	6.1.25	

Project Team	Approval / Review / Committee

CITY OF SANTA FE

Economic Development

Broadband Strategic Plan
Wi Fi Accessibility Project
Project 3 – Free Wi Fi Accessibility Messaging and Communication

March 15, 2025

OVERVIEW

1. Project background and description

The City is expanding its “Free Wi Fi Access” program to various areas within the City as part of the City’s Wi Fi Accessibility Project (Project).

To provide the public with program readiness, Project 3 is intended to provide the messaging and external communication about the availability of Free Wi Fi Access.

2. Project scope

Develop messaging and communication (print, radio, tv) about the availability of Free Wi Fi Access locations within the City.

3. High-level requirements

Compliance with the ARPA funding, and the City of Santa Fe’s Communication Policy and Procedures.

4. Deliverables

Messaging and marketing materials.

5. Affected parties

City of Santa Fe –

- Office of Economic Development

Vulnerable Population Groups

6. Affected business processes or systems

Compliance with City of Santa Fe’s Communication Policy and Procedures and existing advertisement or public service announcement agreements.

7. Specific exclusions from scope

None

8. High-level timeline/schedule

Milestones	Target Completion Date
Establish Program Team	4.1.25
Develop Communication and Messaging Content Material	4.30.25
Develop Implementation Plan	5.30.25
Deployment of Communication and Messaging	6.1.25

APPROVAL AND AUTHORITY TO PROCEED

Name	Title	Date

Approved By Date **Approved By** Date

FREE

WIFI NEAR YOU

WIFI GRATIS CERCA DE USTED



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CITY OF SANTA FE
ECONOMIC DEVELOPMENT

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FIND THE WIF SETTINGS ON YOUR DEVICE



ENCUENTRE LA CONFIGURACIÓN EN EL DISPOSITIVO

CLICK ON THE

NETWORK



OPRIMA EN LA RED INALÁMBRICA

NETWORK

OPEN A BROWSER LIKE CHROME OR FIREFOX



ABRA EL NAVEGADOR COMO CHROME OR FIREFOX

CLICK THE :SUBMIT: BUTTON TO AGREE TO THE TERMS OF USE



OPRIMA EL BOTÓN DE "ENVIAR" PARA ACEPTAR LOS TERMINOS DE USO

NAME NOMBRE	PASSWORD CONTRASEÑAA	AVAILABILITY DISPONIBLE	DURATION TIEMPO	OUTAGES CORTES
	NO PASSWORD REQUIRED	MON - SUN 7 a.m. - 9 p.m.	1 HR & 15 MIN*	CALL xxxxxxxxxx
	REQUIREDNO SE REQUIERE	MON - SUN 7 a.m. - 9 p.m.	1 HR & 15 MIN*	LLAME xxxxxxxxx

*After connection times out, you will be able to reconnect

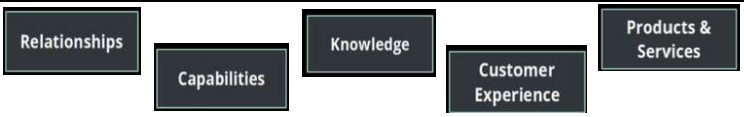
*Despues de que se agote el tiempd, podrá reconectrase

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

PROJECT CHARTER

Project Title	*Wi Fi Accessibility Program - City / County Collaboration*		Project Manager	Elisa Portillo
Project Start Date	Apr-25	Project End Date		Project Sponsor	Johanna C. Nelson

Project Scope	Business Need
Project 4 - While the City and County have different broadband challenges, they both share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses. The City and County have an opportunity, similar to the establishment of the Santa Fe Film Office to create a similar joint effort to collaborate on addressing Broadband challenges. This collaboration can be accomplished through joint Broadband programs and initiatives.	***Collaborate with Santa Fe County on their Broadband Programs and Initiatives***



Deliverables	
1	establishment of project team
2	initiation of discussions with the County
3	feasibility analysis/report of joint efforts
4	
5	

Risk and Issues
1
2

Assumptions and Dependencies	
1	
2	
3	
4	
5	

FINANCIALS

TBD

MILESTONES/PROJECT SCHEDULE

Milestones	Target Completion Date	Actual Date
Establish Program Team		
Initiate joint Broadband discussion with the County		

Project Team	Approval / Review / Committee

CITY OF SANTA FE

Economic Development

Broadband Strategic Plan
Wi Fi Accessibility Project
Project 4 – City / County Broadband Collaboration

March 15, 2025

OVERVIEW

1. Project background and description

The City of Santa Fe and Santa Fe County have different broadband challenges; however, they share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses.

The City and County have an opportunity, like the establishment of the Santa Fe Film Office, to create a joint effort to collaborate on addressing Broadband challenges. This collaboration can be accomplished through joint Broadband programs and initiatives.

2. Project scope

Explore the potential of establishing a joint Office of Broadband or similar structure intended to address broadband challenges within all areas of Santa Fe County.

3. High-level requirements

Discussion and approvals by both Governments.

4. Deliverables

Organizational structure and responsibilities.

5. Affected parties

City of Santa Fe –

- Mayor and Governing Body
- Office of Economic Development

Santa Fe County –

- County Manager and Governing Body
- Economic Development Division

Residents and Business within the County

6. Affected business processes or systems

Organizational structure – broadband initiatives currently underway or planned.

7. Specific exclusions from scope

None

8. High-level timeline/schedule

TBD

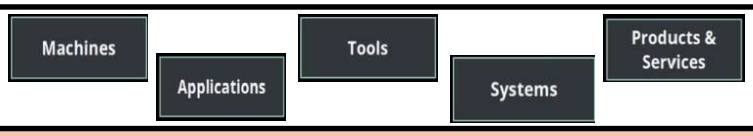
APPROVAL AND AUTHORITY TO PROCEED

Name	Title	Date

Approved By Date **Approved By** Date

PROJECT CHARTER

Project Title	*Promote Digital Equity - Community Outreach Pilot Program*			Project Manager	Elisa Portillo
Project Start Date	Mar-25	Project End Date	Jun-26	Project Sponsor	Johanna C. Nelson

Project Scope	Business Need
Project 1 - develop a Broadband Digital Equity and Community Outreach Pilot Program (Program) which provides community members with relevant broadband adoption and use techniques/opportunities, educational opportunities, training and technical support. The Program should be located within libraries and community/senior/teen centers (as space permits) in low-income / vulnerable population areas. The Program should be developed with Digital Navigators who are trained and dedicated to helping individuals secure affordable, high quality internet access, Wi-Fi devices and providing digital skills training, and all marketing and outreach material shall be developed in English and Spanish.	***Promote Digital Equity*** 

Deliverables	
1	feasibility plan for Pilot Program (short/long term)
2	collaboration with County and State on pilot program
3	grant applications for pilot program funding
4	
5	

Risk and Issues
funding (long-term / recurring)

Assumptions and Dependencies	
1	feasibility of pilot program
2	securing of funding
3	
4	
5	

FINANCIALS

no general fund to be used initially as the pilot project which would require grant funding (state or federal) for development

MILESTONES/PROJECT SCHEDULE

Milestones	Target Completion Date	Actual Date
Develop feasibility plan	Apr-25	
Receive approvals to initiate pilot program	Apr-25	
Develop grant applications for funding	May-25	

Project Team	Approval / Review / Committee

CITY OF SANTA FE

Economic Development

Broadband Strategic Plan
Promote Digital Equity
Project 1 – Broadband Digital Equity and Community Outreach Pilot Program

March 15, 2025

OVERVIEW

1. Project background and description

Broadband adoption among low-income Americans, with household incomes below $20,000 annually, is currently at 40%. To enhance broadband adoption rates, it is essential to understand the prevailing barriers and develop programs aimed at assisting and ultimately increasing broadband usage.

At present, the City does not have a program in place to support community members in adopting and using broadband. To address this issue, the City should evaluate the feasibility of establishing a Broadband Digital Equity and Community Outreach Program. This program would aim to provide the community, particularly those who are unserved, underserved, and part of vulnerable population groups, with relevant techniques and opportunities for broadband adoption and use, educational resources, training sessions, and technical support.

The program should be situated within libraries and community/senior/teen centers (as space permits) throughout the City, with a particular emphasis on low-income and vulnerable population areas.

2. Project scope

Building upon the recommendations contained in City's Broadband Strategic Plan, the City should undertake a feasibility analysis of establishing a Pilot Program to include Digital Navigators, who are specifically trained and dedicated to assisting individuals in securing affordable, high-quality internet access, Wi-Fi devices, and providing digital skills training. Additionally, all marketing and outreach materials should be developed in both English and Spanish.

3. High-level requirements

Discussion and approvals by the Mayor and Governing body.

4. Deliverables

Feasibility analysis, organizational structure, financial requirements and roles/responsibilities.

5. Affected parties

- Residents (and Businesses)

6. Affected business processes or systems

None as no program currently exists

7. Specific exclusions from scope

None

8. High-level timeline/schedule

Milestones	Target Completion Date
Develop feasibility plan	Apr-25
Receive approvals to initiate pilot program	Apr-25
Develop grant applications for funding	May-25

APPROVAL AND AUTHORITY TO PROCEED

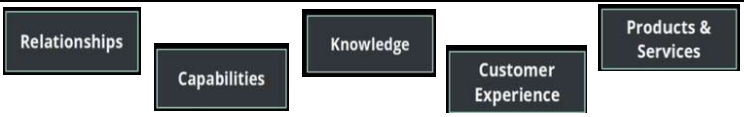
Name	Title	Date

Approved By	Date	**Approved By**	Date

PROJECT CHARTER

Project Title	*Wi Fi Accessibility Program - City / County Collaboration*		Project Manager	Elisa Portillo
Project Start Date	Apr-25	Project End Date		Project Sponsor	Johanna C. Nelson

Project Scope	Business Need
Project 2 - While the City and County have different broadband challenges, they both share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses. The City and County have an opportunity, similar to the establishment of the Santa Fe Film Office to create a similar joint effort to collaborate on addressing Broadband challenges. This collaboration can be accomplished through joint Broadband programs and initiatives.	***Collaborate with Santa Fe County on their Broadband Programs and Initiatives***



Deliverables	
1	establishment of project team
2	initiation of discussions with the County
3	feasibility analysis/report of joint efforts
4	
5	

Risk and Issues
1
2

Assumptions and Dependencies	
1	
2	
3	
4	
5	

FINANCIALS

TBD

MILESTONES/PROJECT SCHEDULE

Milestones	Target Completion Date	Actual Date
Establish Program Team		
Initiate joint Broadband discussion with the County		

Project Team	Approval / Review / Committee

CITY OF SANTA FE

Economic Development

Broadband Strategic Plan
Promote Digital Equity
Project 2 – City / County Broadband Collaboration

March 15, 2025

OVERVIEW

1. Project background and description

The City of Santa Fe and Santa Fe County have different broadband challenges; however, they share the common goals of Increasing Access to Broadband Service, Promoting Digital Equity, and Promoting Economic Development through Broadband availability for residents and businesses.

The City and County have an opportunity, like the establishment of the Santa Fe Film Office, to create a joint effort to collaborate on addressing Broadband challenges. This collaboration can be accomplished through joint Broadband programs and initiatives.

2. Project scope

Explore the potential of establishing a joint Office of Broadband or similar structure intended to address broadband challenges within all areas of Santa Fe County.

3. High-level requirements

Discussion and approvals by both Governments.

4. Deliverables

Organizational structure and responsibilities.

5. Affected parties

City of Santa Fe –

- Mayor and Governing Body
- Office of Economic Development

Santa Fe County –

- County Manager and Governing Body
- Economic Development Division

Residents and Business within the County

6. Affected business processes or systems

Organizational structure – broadband initiatives currently underway or planned.

7. Specific exclusions from scope

None

8. High-level timeline/schedule

TBD

APPROVAL AND AUTHORITY TO PROCEED

Name	Title	Date

Approved By Date **Approved By** Date

PROJECT CHARTER

Project Title	***Promote Economic Development Opportunities through Broadband*** ***Deploy Wi Fi Devices at City Locations***			**Project Manager**	Elisa Portillo
Project Start Date	Apr-25	**Project End Date**		**Project Sponsor**	Johanna C. Nelson

Project Scope	**Business Need**
Project 1 - The Santa Fe Libraries as Launchpads initiative is a collaborative effort between the Santa Fe Public Library, Santa Fe Economic Development, Creative Startups, and Vital Spaces. The project aims to position the Santa Fe Library as an entry point for entrepreneurs and small businesses to increase access to local resources. Through a series of business and community development events we aim to position the library in the local ecosystem and invite the community in to learn, connect, and grow their businesses. Through hands-on support from Creative Startups, the library will pilot offerings that can evolve into an ongoing initiative delivered, marketed, and tracked by library staff, including the development of outreach templates, branding, and tracking methods.	***Collaborate with Santa Fe County on their Broadband Programs and Initiatives*** 

Deliverables	
1	establishment of project team
2	initiation of discussions with the County
3	feasibility analysis/report of joint efforts
4	
5	

Risk and Issues
1. continued operational funding
2

Assumptions and Dependencies	
1	established relationship between team
2	secure funding
3	
4	
5	

FINANCIALS
TBD

MILESTONES/PROJECT SCHEDULE

Milestones	**Target Completion Date**	**Actual Date**
Establish Program Team		

Project Team	**Approval / Review / Committee**

Introduction:

The Santa Fe Libraries as Launchpads initiative is a collaborative effort between the Santa Fe Public Library, Santa Fe Economic Development, Creative Startups, and Vital Spaces. The project aims to position the Santa Fe Library as an entry point for entrepreneurs and small businesses to increase access to local resources. Through a series of business and community development events we aim to position the library in the local ecosystem and invite the community in to learn, connect, and grow their businesses. Through hands-on support from Creative Startups, the library will pilot offerings that can evolve into an ongoing initiative delivered, marketed, and tracked by library staff, including the development of outreach templates, branding, and tracking methods.

Objectives:

- Increase awareness and usage of library tools, technology, and space that support business growth.
- Promote awareness of the library as a resource through community building events and education opportunities that improve business outcomes and build business networks increasing business starts and growth.
- Create equitable opportunities for economically distressed populations providing resource navigation to access economic growth and success.
- Foster networking and community-building within the local start-up ecosystem to empower entrepreneurs through collaboration and cross organizational support.

Scope of Work:

- **Tools, Technologies, and Space:**
    - Business Usage - Implement tracking to monitor business-related usage of library tools (e.g., laptops, Wi-Fi hotspots).
    - Physical Space - Gather feedback regarding library space usage and potential improvements for optimized business usages.
    - **Measurement of Success:** Develop and implement a tracking strategy to increase business-related technology usage by 50% over the project period. 2-3 upgrade recommendations..
- **Community Building and Educational Programming:**
    - Entrepreneurship Librarians - Two library staff members will complete the Libraries as Launchpads Entrepreneurship Librarian Training and implement a referral system for connecting participants with local resources.
        - **Measurement of Success:** Staff self-reports improvements in:

1. Understanding entrepreneurial needs,
2. Knowledge of support resources for various stages of business growth,
3. Number of connections made with local support organizations.

- Entrepreneur's Bookshelf - Launch the "Entrepreneur's Bookshelf" initiative: Curate a collection of business-related books in both Spanish and English.
  - **Measurement of Success:** Increased circulation of business-related materials.
- Programming - Plan and execute programming series over the two years period each consisting of:
  - Rebel Book Club (hosted every other month starting in January 2025).
  - Local Business Speaker Events (2 per year).
  - Skill-Building Workshops that invite a local organization to the library to introduce their offerings (2 per year).
  - **Measurement of Success:** Event attendance, demonstrated gains in knowledge, confidence, and network-building for at least 75% of participants. Number of business starts, expansions, connections made, and loans/funding gained.

- **Design, Communications, and Promotion:** Collaborate with the City Communications team to develop branding for the program, including:
  - Navigation Materials: Design and develop materials in both English and Spanish for navigating the offerings within the library and community resources.
  - Promotion Materials and Outreach: Design and branding of materials in both English and Spanish for promoting the programs and offerings of the library and getting the word out to the community.
  - Ongoing Communication: Maintain a list of business program participants and individuals utilizing business support resources through the library. Provide ongoing communication with and update to list.
    - **Measurement of Success:** General awareness of the library as a resource for starting a business. High event attendance that increases throughout project period.

Timeline:

2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Implement Usage Tracking Strategy												
Program Planning and Evaluation Set Up												
Promotions and Outreach Material Development												
Rebel Book Club												
Business Speaker Events												
Collaborative Workshops												
Promotion and Outreach to Community												
2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Promotions and Outreach Material Development												
Rebel Book Club												
Business Speaker Events												
Collaborative Workshops												
Promotion and Outreach to Community												

2025

Tools, Technologies, and Space: Set up tracking systems for monitoring business-related tech usage.

Community Building and Educational Programming:

- Entrepreneurs Bookshelf collection: Develop collections list. Purchase and collections.
- Planning and Scheduling for Programming
- Set up evaluation systems.
- Host a total of 10 library meetings
    - Host a bi-monhtly book club meetup Starting in January 2025

    - Host 2 Business Speaker meetups and 2 Collaborative Workshops on months without book club meetings.
- Mid-Project Reporting: Prepare and submit interim progress report.

Design, Communications, and Promotion:
- Design and develop Navigation Materials.
- Plan, design and deliver promotion materials and outreach.
- Implement methods for ongoing communication with participants.

2026

Tools, Technologies, and Space: Continue to monitor business-related tech usage.

Community Building and Educational Programming:
- Assess Entrepreneurs Bookshelf collection and update as needed.
- Assess evaluation system and update as needed
- Assess feedback from all programmatic activities and make adjustments as needed
- Host a total of 10 library meetings
    - Host a bi-monhtly book club meetup Starting in January 2025
    - Host 2 Business Speaker meetups and 2 Collaborative Workshops on months without book club meetings.
- Project Reporting

Design, Communications, and Promotion:
- Assess Navigation Materials and update as needed.
- Continue to deliver promotion materials and outreach - access and adjust methods and designs as needed.
- Access method for ongoing communication with participants and adjust as needed

Final Reporting: Submit final project report.

Responsibilities:

Tools, Technologies, and Space:			
	SF Public Library	**Creative Startups**	**SF Economic Development**
Tracking Usage	Utilize existing methods to track usage as the system allows.	Support library in setting up additional tracking methods as needed. Set up a physical space feedback form.	Support on measurements and areas for tracking and feedback.

	Distribute physical space usage feedback form to business patrons.	Incorporate into programmatic feedback forms.	Provide support and feedback on a system with access to data.
Community Building and Educational Programming:			
	SF Public Library	**Creative Startups**	**SF Economic Development**
Entrepreneurship Librarian Training	Two Library Staff Complete Training	Lead national library training.	Support library staff in understanding the local ecosystem and connecting with support organizations as needed.
Entrepreneurs Bookshelf collection	Support development of collection. Lead ordering collection and designation of space for bookshelf.	Lead development of collection.	Support with suggestions of collection as desired.
Programming	Collaborate with Creative Startups on planning and delivering programmatic activities. Lead Rebel book club meetings and communication with participants. Lead reservation and scheduling space and equipment required within the library. Support with partnerships and connections local business speakers and workshop collaborations. Support with development and distribution of pre and post participation questionnaires and follow up to gather measures of success	Lead planning and delivering of programmatic activities in collaboration with the public library. Support with choosing Rebel book club books, developing a template for outreach, and promotions. Lead confirmation of local business speakers and workshop collaborations. Lead communication with business speakers and workshop program participants. Lead development and distribution of pre and post participation questionnaires and follow up to gather measures of success.	Support with theme planning for programmatic activities as desired. Support with partnerships and connections local business speakers and workshop collaborations. Feedback on pre and post participation questionnaires and follow up for gathering measures of success as desired.

Design, Communications, and Promotion:			
	SF Public Library	**Creative Startups**	**SF Economic Development**
Navigation Materials	Support in the development of navigation materials. Lead in-library distribution of materials.	Lead the branding and development of navigation materials. Support the library with distribution of materials.	Feedback on the branding and development of navigation materials.
Promo Materials and Outreach	Support development of branding and communications for the program to ensure inline with library's values. Utilize existing marketing channels to share promotional materials.	Lead development of branding and communications for library programming. Lead the design and delivery of social media advertisements, email marketing materials, and digital promotions for each programmatic offerings. Lead the design and distribution of physical promotional materials.	Support and feedback with development of branding and communications for library programming. Support and feedback with the design and delivery of social media advertisements, email marketing materials, and digital promotions for each programmatic offerings. Support and feedback with the design and distribution of physical promotional materials.
Ongoing Communication	Co-maintain a list of business program participants and individuals utilizing business support resources through the library. Work with Creative Startups to provide ongoing communication with and updates to the list.	Co-maintain a list of business program participants and individuals utilizing business support resources through the library. Work with the library to provide ongoing communication with and updates to the list.	Support with ongoing communication with program participants as desired.

Budget:
The total budget for the initiative is $60,000.

- $60,000 will go to Creative Startups for librarian training, project management, community outreach, marketing, branding, and program delivery.
    - $7,500 billed quarterly over the two year period.



GCCC ICE ARENA

PRESENTATION

BRIAN STINETT - RECREATION DIVISION DIRECTOR
MARIA SANCHEZ TUCKER - COMMUNITY SERVICES DIRECTOR

8/6/25

30,000 FEET OVERVIEW

- Deferred Maintenance
- Rink Specific Knowledge and Expertise
- Budget & Procurement Constraints
- Engineering and Rink Design
- Geography and Location of the Rink
- Staffing Continuity and Positions

STATE OF THE RINK PAST | PRESENT | FUTURE

A BRIEF OVERVIEW - HOW THINGS WORK

GCCC Plant Diagram

HVAC 6

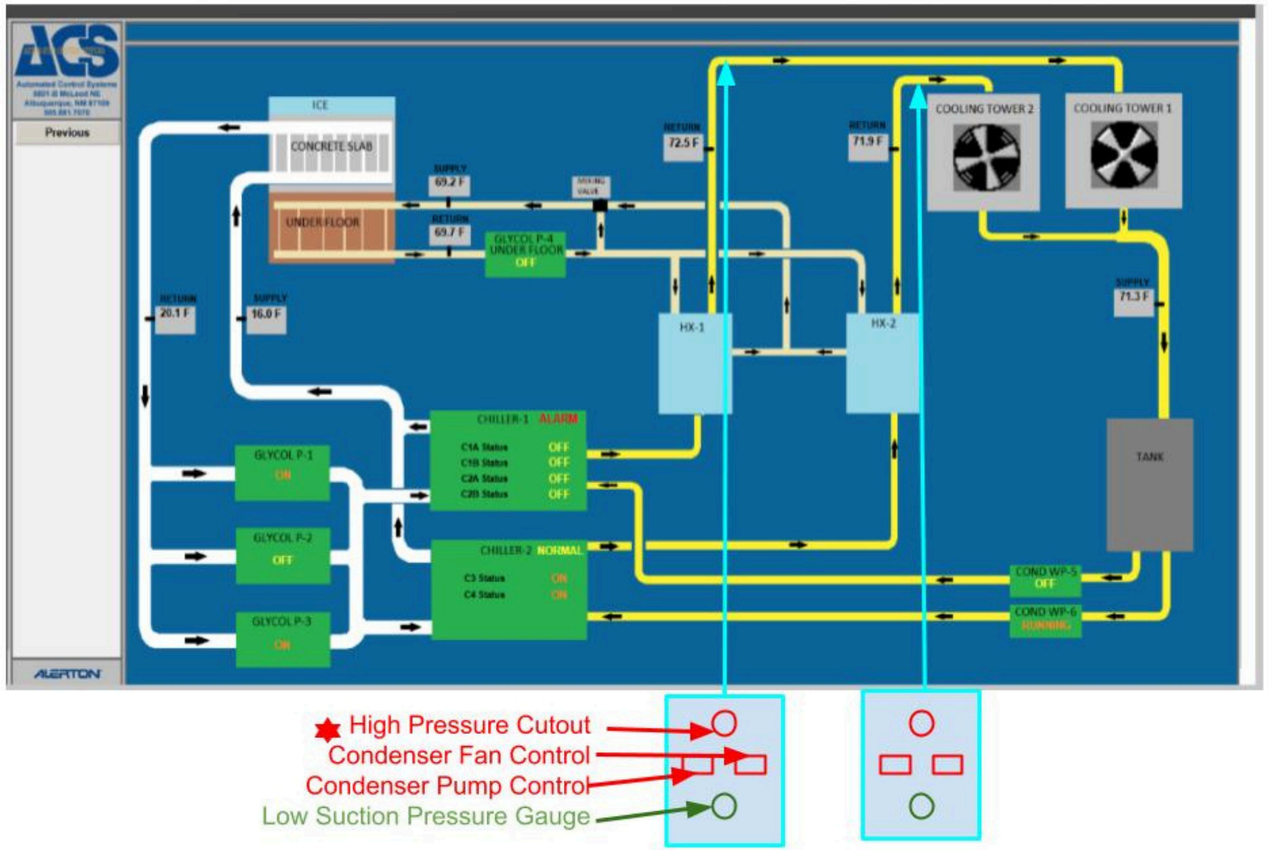


HVAC 7



Dehumidifier





5 Major Systems

1. Compressors
    a. Skid 1 & Skid 2
2. Glycol Pumps and Motors
3. HVAC
4. Cooling Towers
5. Dehumidifiers

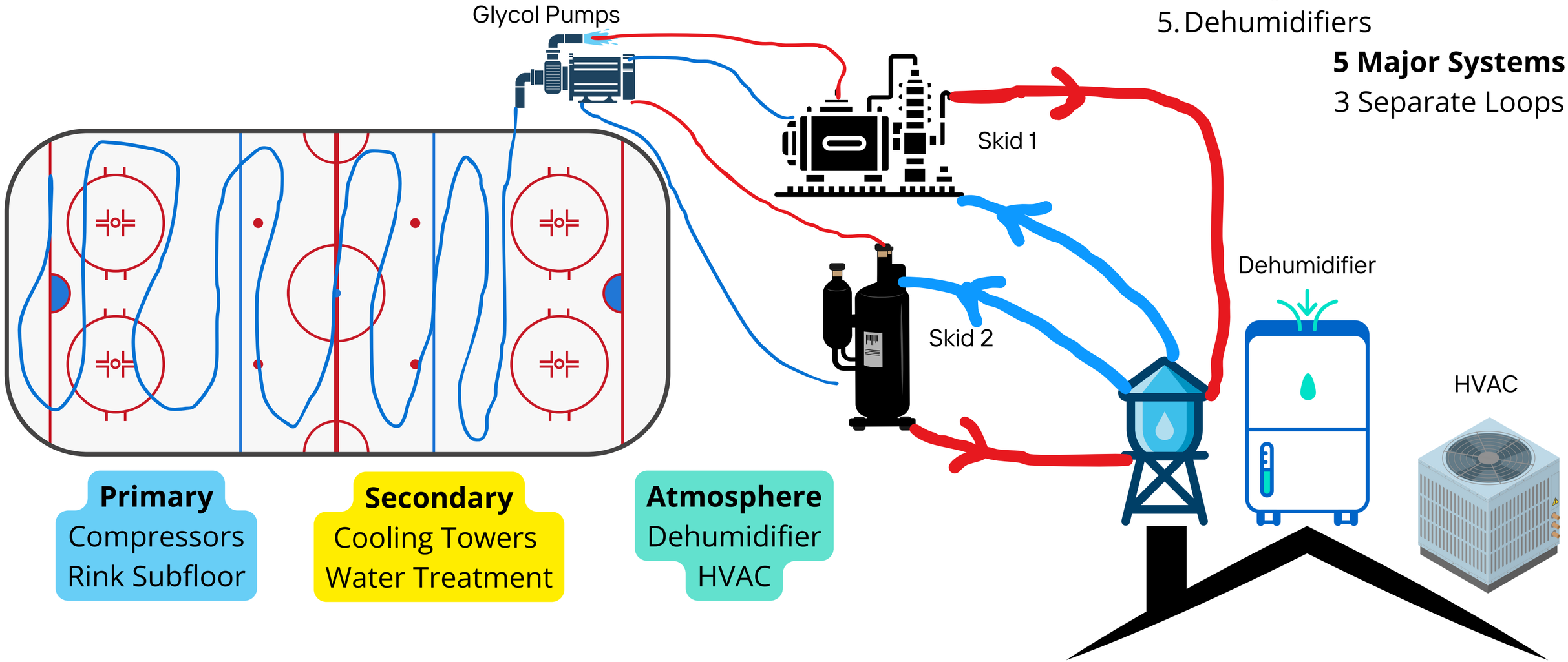
A BRIEF OVERVIEW - HOW THINGS WORK

5 Major Systems

1. Compressors
    a. Skid 1 & Skid 2
2. Glycol Pumps and Motors
3. HVAC
4. Cooling Towers
5. Dehumidifiers

5 Major Systems

3 Separate Loops

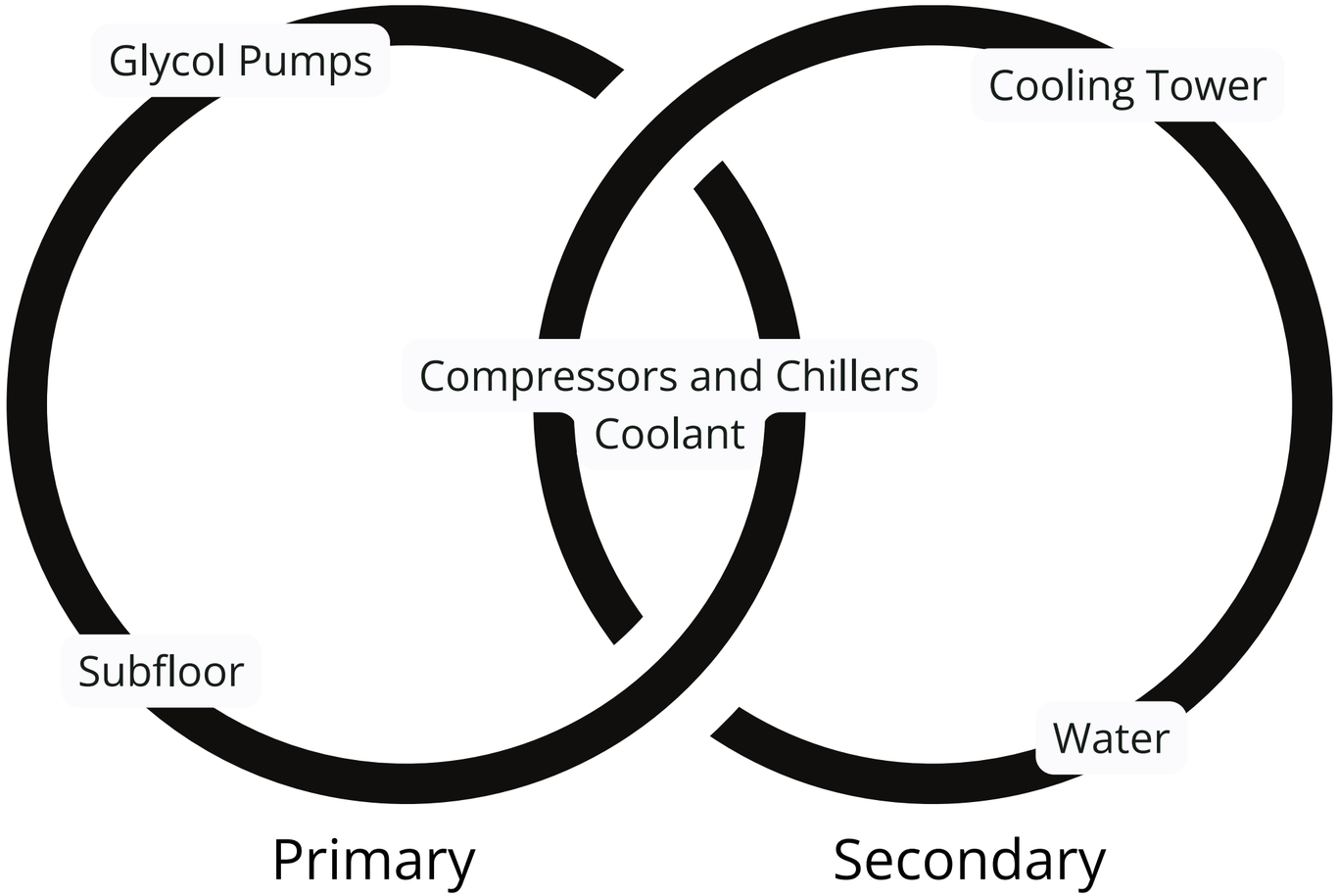


Primary
Compressors
Rink Subfloor

Secondary
Cooling Towers
Water Treatment

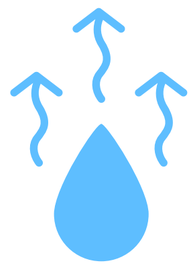
Atmosphere
Dehumidifier
HVAC

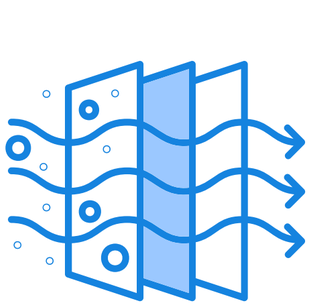
TWO LOOPS & ATMOSPHERE



Climate





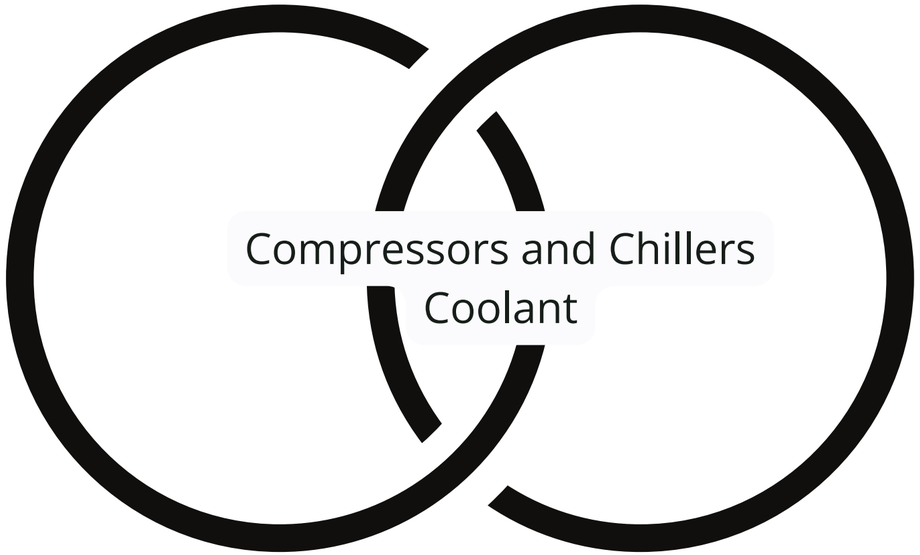




A BRIEF OVERVIEW - HOW THINGS WORK

A BRIEF OVERVIEW - HOW THINGS WORK

KEY CONNECTING SYSTEM AND MECHANIISM IN OUR PLANT



Thermodynamics rules 1 & 2

- Heat cannot be created or destroyed
  - ONLY TRANSFERED
- Heat always moves from Higher Temp to Lower Temp
  - Rink floor absorbs Heat
    - Transfers it out through Primary and Secondary Systems

COMPRESSORS & PRIMARY COOLANT

- SYSTEMS THAT COST THE MOST TO REPAIR
- FIRST POINT OF DISCOVERY IN DIAGNOSING RINK EFFICACY

PREVIOUS CLOSURES: ALL SEPARATE FAILURES & DIFFERENT SYSTEMS

Summer 2023

Compressor Safety Systems
Chiller Maintenance

2024 Summer

HVAC Failure

Summer 2025

Cooling Tower & Dehumidifier Failure

- Consistent - Prolonged Deferred Maintenance
- 25+ year old equipment
- Insufficient Knowledge from Contractors
- Contractor Availability in NM for Ice Rinks
- Previous Maintenance Company Turnover

CONDITIONS NEEDED FOR ICE

Dry Atmosphere

Cold Subfloor

Cold Air Temps

Compressors Functional

Support Systems Operational

Clean Water

TIMELINE - SUCCESSES- PROJECT(S)- ISSUES - COST - VENDOR

Projects - Repair - Replacement

2019-2020



Travers Mechanical

Skid 2 Replacement

$500,000

- New System
- Installed with OLD support Systems
- Not Engineered Adequately
- USED Parts
- Compressor 3 Never worked
- Contributed to Current Shutdowns

2021- Summer 2024

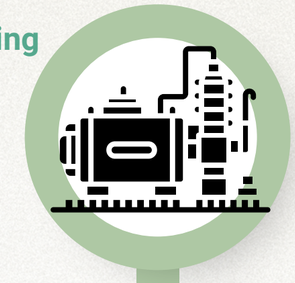
- NON - Arena Specific Kowledge and Expertise
- Ineffective & Further Damaging Repairs
- Company Sold Twice During Contract

$311,000

Multiple Maintenance & Safety Systems

Travers Mechanical

Fall 2024



Arena Products

Skid 1 Rebuild Coolant Charged

$140,000

- Rebuilt Original System
- Engineered Properly
- Re-wired and installed safety systems
- provided 2 reliable compressors

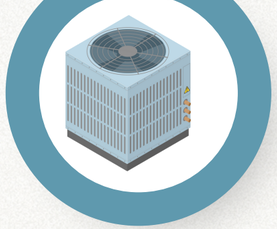
Fall 2024

- NEW HVAC
- Reliable and Reset Maintenance Schedule
- More Efficient
- Better Rated for High Desert

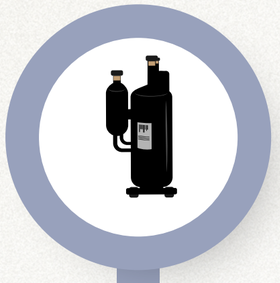
$400,000

HVAC Replacement

City Facilities Division



Spring 2025



Arena Products | B&D

Skid 2 - Compressor 3 Replacement

$62,000

- Allowed Rec to Cycle between 2 compressors when needed
- Allowed for 3 fully operational compressors working

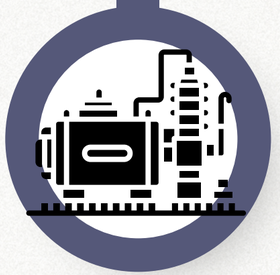
Spring 2025

- Rebuilt Motor ready for install for Compressor 1 when it fails

$58,000

Motor Replacement - Compressor 2

Arena Products | B&D



CITY INVESTMENT 2019-2025

$1,427,000.00

- $660,000 since Summer 2024

- Costly Systems Repaired and Replaced
  - Compressors
  - HVAC
- Routine Maintenance and Safety Systems
- Established NEW Maintenance and Schedule for Critical Systems in 2024.

WHY IS THE RINK DOWN SUMMER 2025?



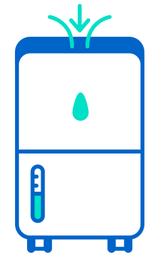
FAILED COOLING TOWERS



- 25 Years Old
- Corrosion
- Rust
- Scaling
- Bio Material

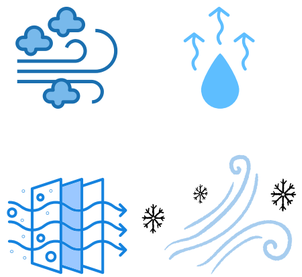
- Clogged Systems In the Secondary Coolant Loop
- Safety Systems Shutdown of Compressors
- Could lead to damages to previously repaired equipment
- **NOT Engineered adequately for Skid 2**
- Re-plumbed during 2019 Skid 2 Replacement

FAILED DEHUMIDIFIER



- 25 Years Old
- Warped Drum
- Motor Seized
- Bearings and Wheels

- Heavy Rainfall in Early June
  - unable to meet the demand of dehumidification
    - decreased quality of ice over time
- **Soft Ice** due to moisture in the rink
- Issue would persist and continue in late summer during monsoon season.



REPAIR SCHEDULE AND PLAN



COOLING TOWERS



- Replacement
- NEW Design

- Lifespan of Cooling Towers is 10 years (or rebuild)
- NEW Design is rated for High Desert Climate
- Improved Efficacy
- Air Cooled
- Higher Capacity - HTO pressure and compressor compatibility
    - ESSENTIAL for Skid 2



DEHUMIDIFIER



- Repair
- Review of Heating Element
    - Good working order
    - maintenanced recently

- New Drum
- Wheel belt and Motor
- Bearings and Moving Parts
- Work with NEW HVAC to effectively Dehumidify the Rink

SHUT DOWN - PROCESS - PROGRESS

June 9

01

Shutdown
B&D Industries Initial Assessment
Dehumidifier Repair Bid Received
UNABLE to complete other repairs. **(Do not have the industry expertise on the cooling towers & difficulty sourcing replacements)**

June 9-July11

02

Multiple Companies Contacted and Brought in to assess and provide bids:

- Dry Solutions : **ONLY Dehumidifier**
- Dallas Stars : **Not City vendor**
- Rink Tek : **unavailable until November 2025**
- Modern Mechanical: **based in Minnesota (increases cost)**
- B&D Industries : **Not Ice Arena Specific. ONLY Procurement Vehicle available to Rec**
- Arena Products: **Sourcing All Replacements, Engineering, Parts, and items needed for repair.**
- Cimco:**Only Cooling Towers, Unable to review the project, non-city vendor**
- Others: **Based in areas outside of the ability to effectively Maintenance or repair Rink in Santa Fe NM.**

July 22

03

Bids

Arena Products Provided their Bid to procure Replacement Items
$**222K for parts**

July 28

04

B&D Industries Completes their Final Walkthrough

- ONLY emergency services contractor we can use
- Required to complete project
  - Permitting in NM
- **Awating Labor and Install Bid**

July 22- Current

05

CHS Department working with Finance to Procure Funds from FY25 Rollover

July 22- Current

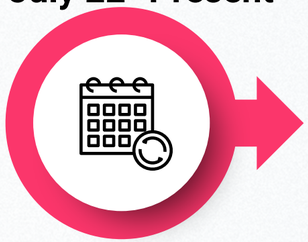
06

Whats left

- Final B&D Bid
- Approval for Emergency Procurement of Replacement Parts and Items Purchased through Arena Products
- Schedule of Project

SHUT DOWN - PROCESS - PROGRESS

July 22- Present



- Final B&D Bid
- Approval for Emergency Procurement of Replacement Parts and Items purchased through Arena Products **COMPLETE 8/4/25**
  - Funds requested and received Spring 2025 **(More on Next Slide)**
- Schedule of Project

HURDLES

- B&D is the only emergency procurement company we can use for repair,
  - **3 bids were unattainable, despite efforts for traditional procurement**
- Arena Products is the company with expertise
  - NM Licensing is taking from *2 months* to *1 year* to obtain a Mechanical License
- Arena Products is procuring items to speed up timelines, & supervising the projects
  - Replacement Cooling Towers
  - Parts for Dehumidifiers
  - Chiller Cleaning and Heat Exchange Plates
  - No longer licensed in NM for Mechanical Work
    - Reciprocity does not apply in NM. They have license reciprocity in CO, TX, AZ, UT, CA, OK
- B&D has to Engineer, Obtain Permit, and perform labor and instillation

CAPITAL | MID YEAR APPROPRIATIONS

- **Fall 2024:** Arena Products made Recreation Aware of the need for Repair to the Cooling Towers and Dehumidifier
  - **Completed maintenance and believed they would hold until we could get them replaced.**
- **November 2024: CHS and Recreation Requested funds to address the needs for:**
  - Cooling Tower Repair/Replacement **$140,000**
    - **Unable to complete in FY25 (rollover required)**
  - Compressor 3 Replacement **$40,000** **(Completed in 4/25) 1st step to address Primary systems.** ***Industry knowledge is to complete Primary Systems 1st***
  - Munters Repair & Replacement **$50,000**
    - **Unable to complete in FY25 (rollover required)**
    - **$20,000 of 50K was used to complete wiring and electrical damage from previous repairs from previsous services provider during the motor replacement of Compressor 2**

$170,000 REMAINING:

$170,000 REMAINING: FY25 FUNDS



$52,000 Remaining to Procure Items for Current Repairs and Replacements



Bid Forthcoming from B&D for Labor and Install: AMOUNT TBD



Recreation Budget to address Repairs is Available:

- **Aquatics Mid Year Approriation**
- **Community Room Floors**
- **Therapy Pool Deck Repairs**

OUR GOAL IS TO NOT USE FUNDS FROM OTHER SECTIONS IF POSSIBLE: REQUESTS PENDING

PROJECTED TIMELINES

CITY PROCUREMENT & FUND APPROVAL



FY25 Carryover Funds

Final B&D Bid

8-10 Weeks

DELIVERABLES



Manufacturer Timelines for Cooling Towers. Dehumidifier expected earlier

1-2 Weeks

INSTALL AND LABOR



1-2 weeks Depending on Multiple Variables

- Crane Access
- Replumbing
- Electrical Connection
- Others

2-3 Days

ICE BUILD



Rec Team has sourced Dallas Stars to provide manpower, and training to expedite Ice Instillation

Clock Starts

PO in hand for Arena Products Order of Replacement Equipment

8/4

Arrival Estimate of Materials

B&D and Arena Products Coordinate Instillation Schedule

9/29

10/13

Additinal Prep work is required timelines are TBD.

Welding, Plumbing, Electrical, Crane Services, Weather

10/13

10/27

Ice Install - Difficult to time until all repairs are complete.

10/17

11/1

PROJECTED WINDOW

OCTOBER 17 THROUGH OCTOBER 31

- B&D is ready to schedule instillation when final deliverables are confirmed
- Arena Products is providing 2 experts to supervise the project
  - Recend Munters (Dehumidifier) Repair in Texas, identical to ours.
- Dallas Stars Procured to Expedite Ice Instillation when Systems are Operational
  - Providing 2 days of Zamboni Training for all staff
    - All staff will be able to resurface and complete ice maintenance
- Current Staffing 80% full. TWO - PT Technician position is left
  - Increased Programming Hours to recoup lost programming and time.

OTHER RECENT DEVELOPMENTS

July 30 2025

Window Project Complete.Rainstorm on 7/30 confirmed only 2 small leaks, Not near the Clearspan.

Water Test and Leak Tracking
Facilities Scheduled Leak Repairs to Follow

2025 August 4-8th

July 7 2025

NEW HVAC Failure
Inoperable Since July 7, 2025

Replacement Parts Failed again
Timeline TBD. Facilities Led Project

2025 July 25

Summer Fall 2025

HVAC under warranty
Repairs expected to be completed before Cooling Towers and Dehumidifier work is done.
B&D contracted for work. (Same project manager as cooling tower/dehumidifiers)

AFTER REPAIRS WHATS LEFT?

ADDITIONAL PROJECTS

After Repairs Conclude



- Glycol Pump Valves
- Glycol Pump Repair/Replacement
  - Allows for cycling and repairs to be completed without Shutdown
- New Water Treatment Contract
  - Includes Maintenance and Cleaning of Cooling Towers and Secondary Coolant System
- NEWLY Developed Maintenance Plan
- **Budget for Maintenance**
  - Key Systems Scheduled and budgeted in advance to be repaired, replaced, rebuilt according to manufacturer guidelines.

What We know & Plan Forward



Window Project

Weather in Summer 2025 would have led to a shutdown

HVAC Failure

Would have led to a Shutdown
Continued shutdown after window project conclusion

Ice Build & Materials

Ice Build would have occurred and then been lost . Increasing Cost for another rebuild

Compressors

Expected to be Fully Operational - All 4. Preventing subsequent shutdown.

Engineering

All Systems will be fully rebuilt or NEW. Sized, Specific to Santa Fe's Climate

Maintenance Schedule

Maintenance Schedules are fully developed and scheduled for future preventative maintenance

Maintenance Schedule

Compressors

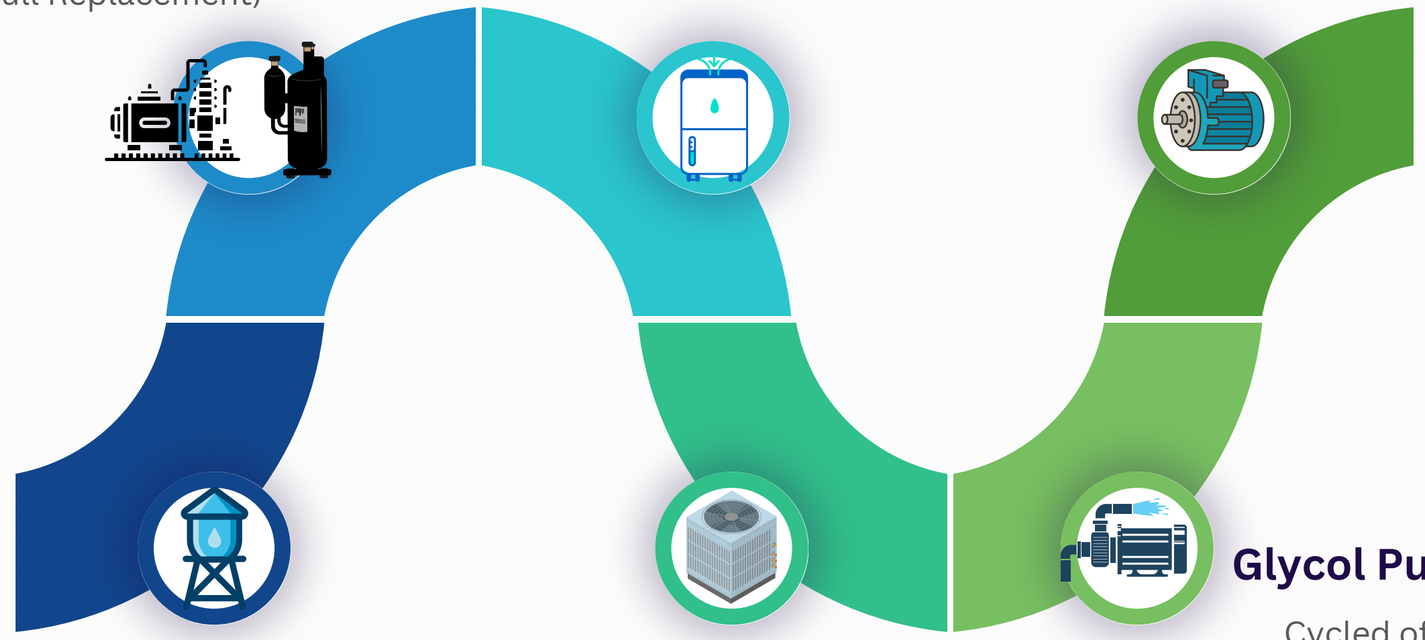
Every 2 years (Minor Top End Replacement)
Every 5 years (Major Full Replacement)

Dehumidifiers

2 year scheduled Drum, Bearings,
Motor Repair/Replacement

Motors and Pumps

Floor pumps
Cooling pumps
Secondary movers
Quarterly maintenanced
Replacement every 3 years
or as needed
Replacements procured for
emergency repair required



Cooling Towers

Annual Cleaning and Descaling
Cycled repair that will not
cause interruption of Ice Time

HVAC

Annual Maintenance and
Preventative Maintenance Bi -
annually

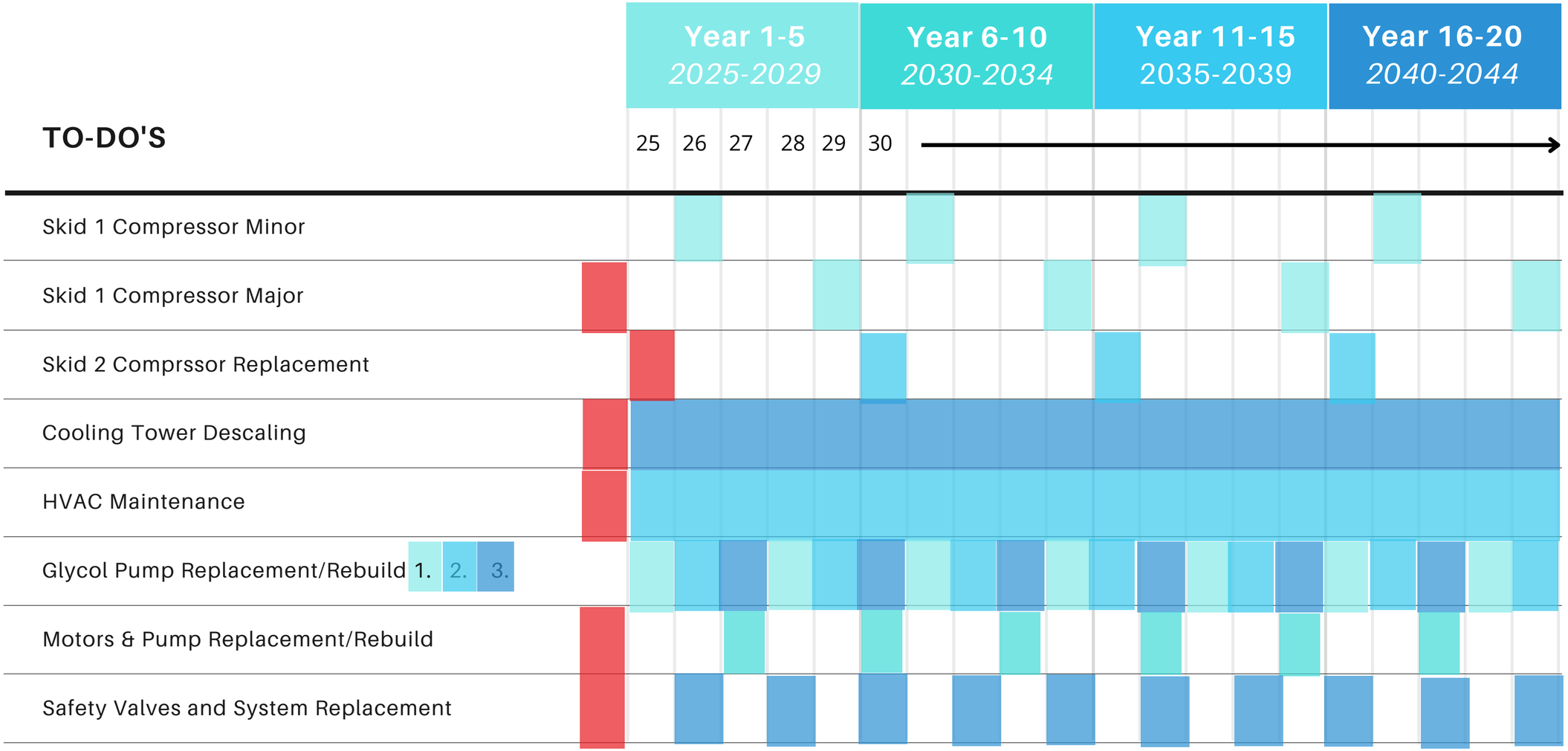
Glycol Pumps

Cycled off once a year and
valved for Motor Maintenance
every 3 years
Preventative Maintenance
quarterly while in operation

Maintenance Schedule 20 - year

What to Do.

COMPLETED
2024-25 ALL MAJOR STSYEMS COMPLETED



2025-2034 Cost Projection ESTIMATE Annual Maintenance contract 15-20K

2025 **$3,500-$5,000**
Minimal with all NEW Equipment
Glycol Pump (1) Replacement

2026 **$45,000-$55,000**
Skid 1 Minor
Tower Descale
HVAC Maintenance
Gltcol Pump Rebuild/Replace (2)
Safety Valve Replace

2027 **$40,000 - $50,000**
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (3)
Motor & Pump Replace/Rebuild

2028 **$25,000 - $35,000**
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (1)
Safety Valve Replacement

2029 **$80,000-$100,000**
Skid 1 Major
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (2)

$125,000 - $150,000 **2030**
Skid 2 Compressor Replacement
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (3)
Safety Valve Replacement

$45,000-$55,000 **2031**
Skid 1 Minor
Tower Descale
HVAC Maintenance
Gltcol Pump Rebuild/Replace (1)

$50,000 - $60,000 **2032**
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (2)
Safety Valve Replacement

$40,000 - $50,000 **2033**
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (3)
Motor Pump
Replacement/Rebuild

$90,000 -$100,000 **2034**
Skid 1 Minor
Tower Descale
HVAC Maintenance
Safety Valve Replacement

2035 Skid 1 Replacement

$500,000 - $750,000

R22 Coolant Phased Out. Projected 10 years left of coolant.
Parts and rebuild difficult to source

2036 $300,000 - $400,000

HVAC & Cooling Tower Lifespan End
Dehumidifier Replacement
Rebuild or Replacement Potential

2037 $40,000 - $50,000

Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (3)
Motor & Pump Replace/Rebuild

2038 $25,000 - $35,000

Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (1)
Safety Valve Replacement

2039 $125,000 -$150,000

Skid 1 Compressor Replacement
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (2)

$125,000 - $150,000 2040

Skid 2 Compressor Replacement
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (3)
Safety Valve Replacement

$45,000-$55,000 2041

Skid 1 Maintenance
Tower Descale
HVAC Maintenance
Gltcol Pump Rebuild/Replace (1)

$50,000 - $60,000 2042

Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (2)
Safety Valve Replacement

$40,000 - $50,000 2023

Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (3)
Motor Pump
Replacement/Rebuild

$125,000 -$150,000 2044

Skid 1 Compressor Replacement
Tower Descale
HVAC Maintenance
Glycol Pump Rebuild/Replace (2)

2035-2044 Cost Projection ESTIMATE
Annual Maintenance contract 15-20K

Foward Thinking BUDGET and MAINTENANCE

Peaks and Valleys - 3 years Low cost | yr 4-5 high cost

2026-2028

Average $51,000 - $66,000
Annual Maintenance

2029-2030

Major Maintenance
Estimate
$205,000 - $250,000

2031-2033

Average $60,000 - $75,000
Annual Maintenance

2034-2035

Major Maintenance
Estimate
$600,000 - $850,000

2036-2038

Cooling Tower Potential
Replacement
Average $51,000-$66,000
Annual Maintenance

2039-2040

Major Maintenance
Estimate
$205,000 - $250,000



2041-2044

Average $60,000 -
$75,000
Annual Maintenance

ANNUAL BUDGET PROBLEMS | MAINTENANCE DILINEATION

GCCC & AQUATICS ARE UNIQUE IN ITS DESIGN AND SYSTEMS
THEY ARE NOT APPLES TO APPLES WITH OTHER CITY FACILITIES

- **3 YEAR AVERAGE BUDGET WILL NOT ADDRESS PROPER PREVENTATIVE MAINTENANCE SCHEDULES AND MAIN COMPONENT REPLACEMENT/REPAIRS**
  - ***THIS IS THE MAIN CONTRIBUTING FACTOR*** *THAT HAS LED PREDECESORS AND STEWARDS OF THE ICE RINK TO FAIL AND SET IN MOTION A PATTERN OF DEFFERRED MAINTENANCE THAT HAS GOTTEN US WHERE WE ARE TODAY*
  - *UNIQUE BUDGETING FOR MAJOR SYSTEM AND MANUFACTURER RECOMMENDATIONS MUST BE A PRIORITY*

- **PUBLIC WORKS (FACILITIES) DOES NOT HAVE RESPONSIBILITY OR GCCC ICE RINK OR ANY AQUATIC SYSTEMS**
  - RECREATIONS *ICE RINK BUDGET IS INSUFFICIENT YEAR TO YEAR TO ASSESS MAJOR ISSUES*
  - *PROCUREMENT IS LIMITED TO 20K PER VENDOR OR UNDER 60K*
    - *3 BIDS ARE NEARLY IMPOSSIBLE GIVEN GCCC GEOGRAPHIC LOCATION AND SPECIALTY CONTRACTORS AVAILABLE TO SANTA FE*
  - *BUDGET ALLOCATION DOES NOT SUFFICIENTLY ADDRESS LONG TERM MAINTENANCE SUCCESS AND GOALS*
  - *PREVIOUS MAINTENANCE POSITIONS WERE MOVED TO PUBLIC WORKS (FACILITIES) THUS ELIMINATING THE A PROFESSIONAL IN HOUSE TO PERFORM ROUTINE MAINTENANCE AND MAINTAIN KNOWLEDGE AND EXECUTE REPAIR AND MAINTENANCE PLANS*
  - *RECREATION DOES NOT HAVE PROJECT MANAGEMENT OR TOOLS NECESSARY TO EFFECTIVELY DEAL WITH A CRISIS SITUATION.*
    - ***BUDGET LIMIT - PROCUREMENT GUIDELINES RESTRICTIVE - CAPITAL TO ADDRESS MAJOR REPAIRS - EXPERTISE IN PROJECT MANAGEMENT***

- **PREVIOUS COMP AND CLASS STUDY**
  - *ELIMINATED RINK TECHNICIAN POSITIONS (CIT - CERTIFIED RINK TECH)*
  - *REDUCED COMPENSATION FOR RINK EMPLOYEES*
  - *ELIMINATED CAREER DEVELOPMENT AND TRAINING FOR ICE RINK AND AQUATIC PROFESSIONALS*

More Work To Do

Currently Underway

Director Stinett: 2 of 3 legs of CIT Training Complete

Complex Manager Spurlin: beginning CIT Certification

Ice Manager Cisneros: 1 of 3 legs of CIT Training Complete

Rink Lead Trigg: beginning CIT Certification

New Water Treatment Contract

Programming and Operations Assessment

Dallas Stars Training
- Zamboni
- Ice Instillation
- Skate Sharpening

Completing Sole Source Agreement for Maintenance with Arena Products (once license is complete in NM)

Repair and Maintenance Dilineation

Critical: Who is repsonsible for Rink and Aquatic Systems: **Rec or Facilities?**

Recreation Maintenance Position

Restored to Project Manager and Maintain continuity in Ice and Aquatics



Set Ice Rink up for Continued Success

Unique Budgeting

3 year average utilized needs to be addressed and mapped to address major repairs/replacements

We need a dynamic Budget to properly plan for Maintenance and eliminate shutdowns.

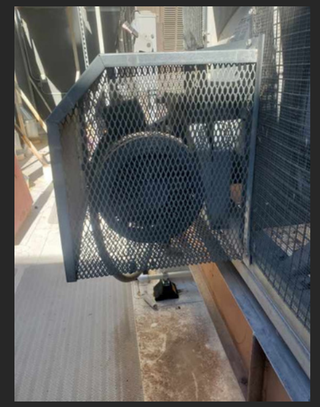
Rink Professionals Positions

Professional Developement
Career Advancement
Opportunity to elevete

Photos of Projects: Cooling Towers



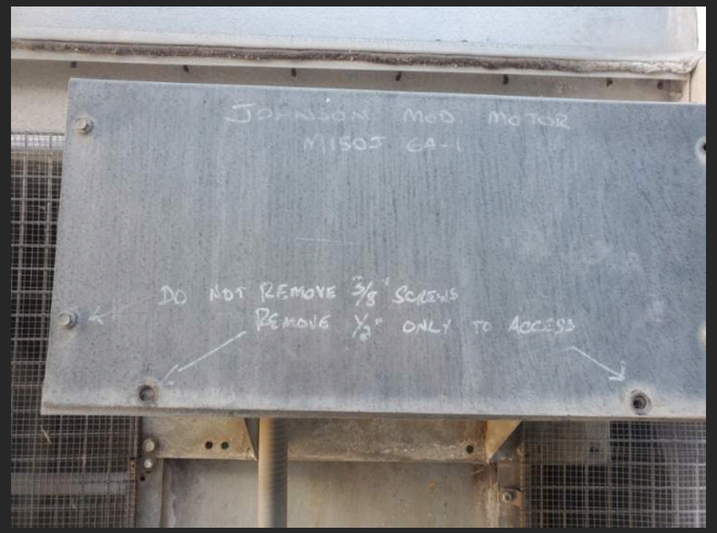














Photos of Projects: Dehumidifier





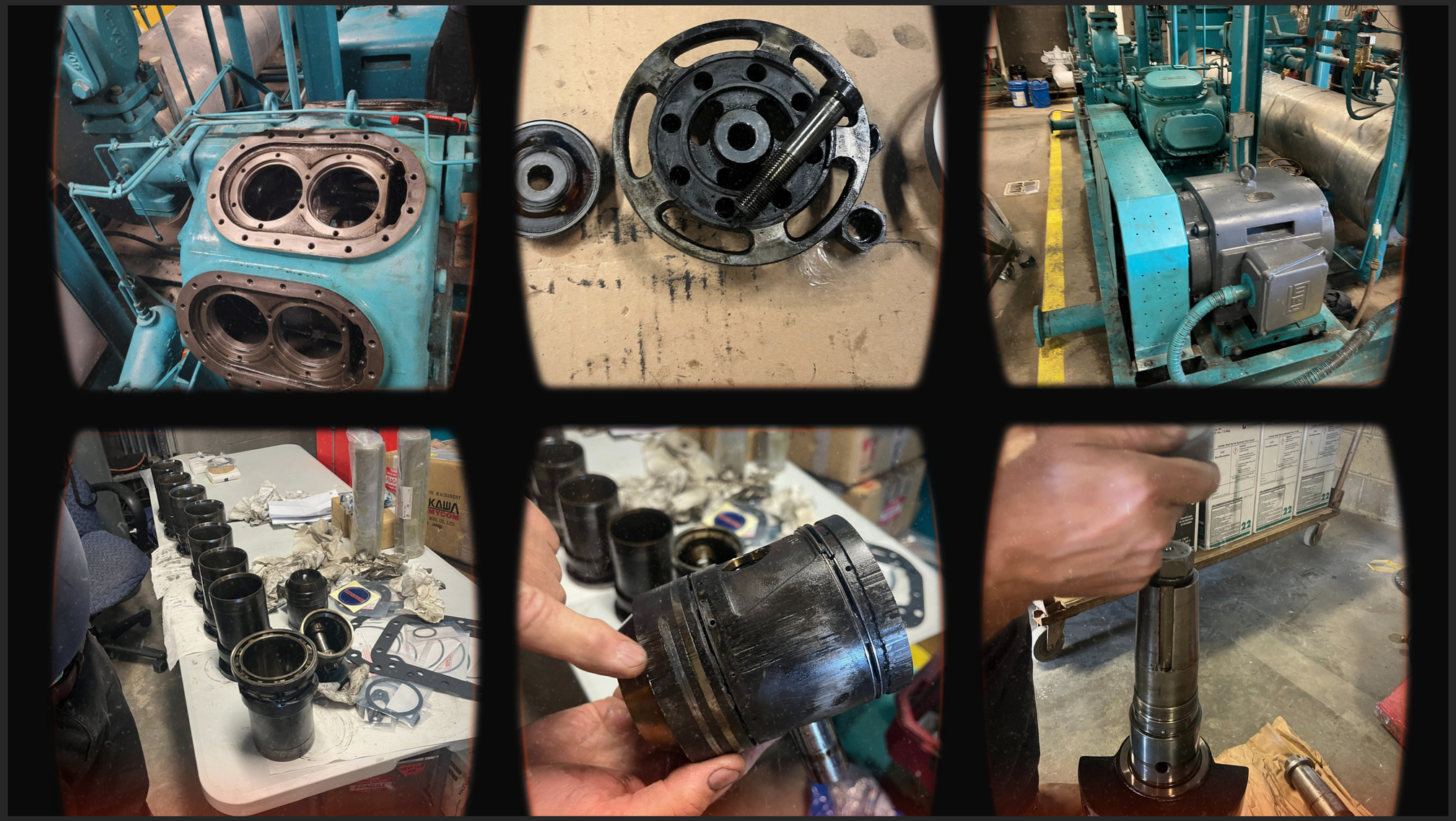
Photos of Projects: Chiller Scrubbing, Heat Exchange plate Replacement, Glycol Pump, Motors and Movers



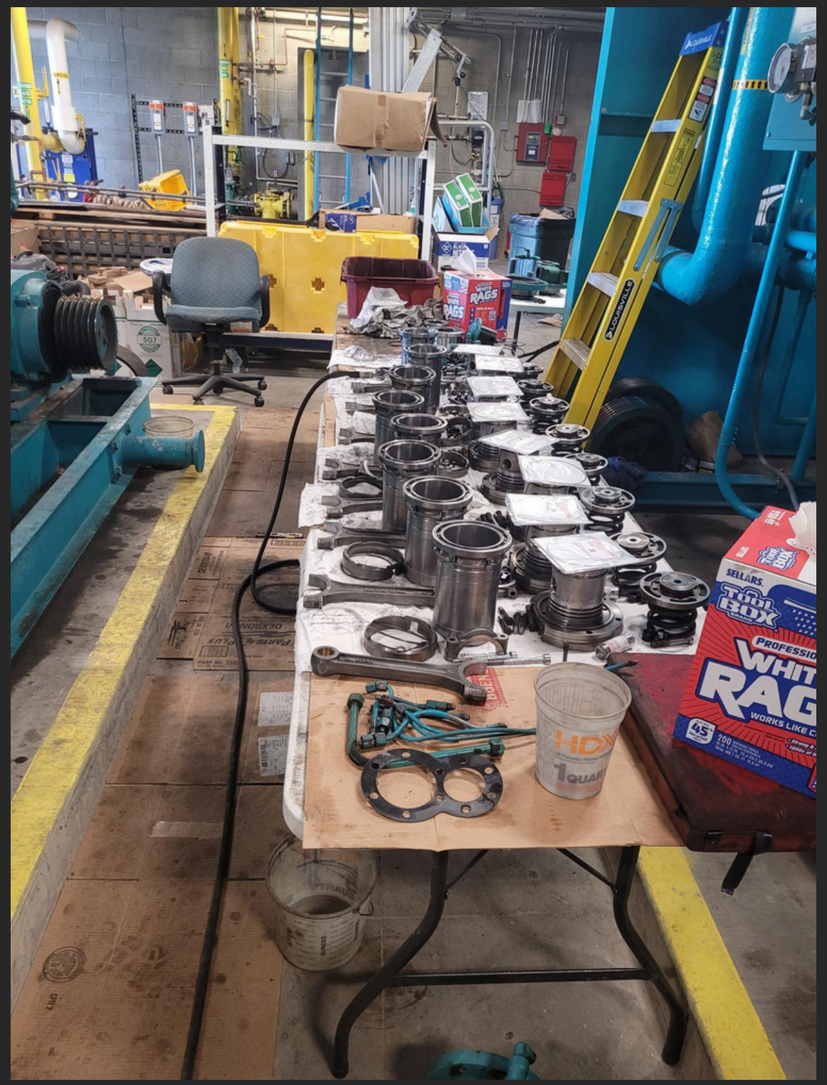




Photos of Projects: Skid 1 Damage



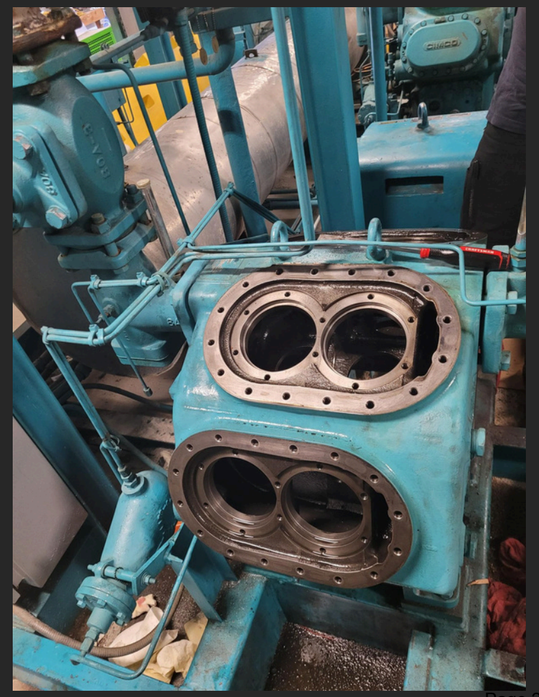
Photos of Projects: Skid 1 Repair







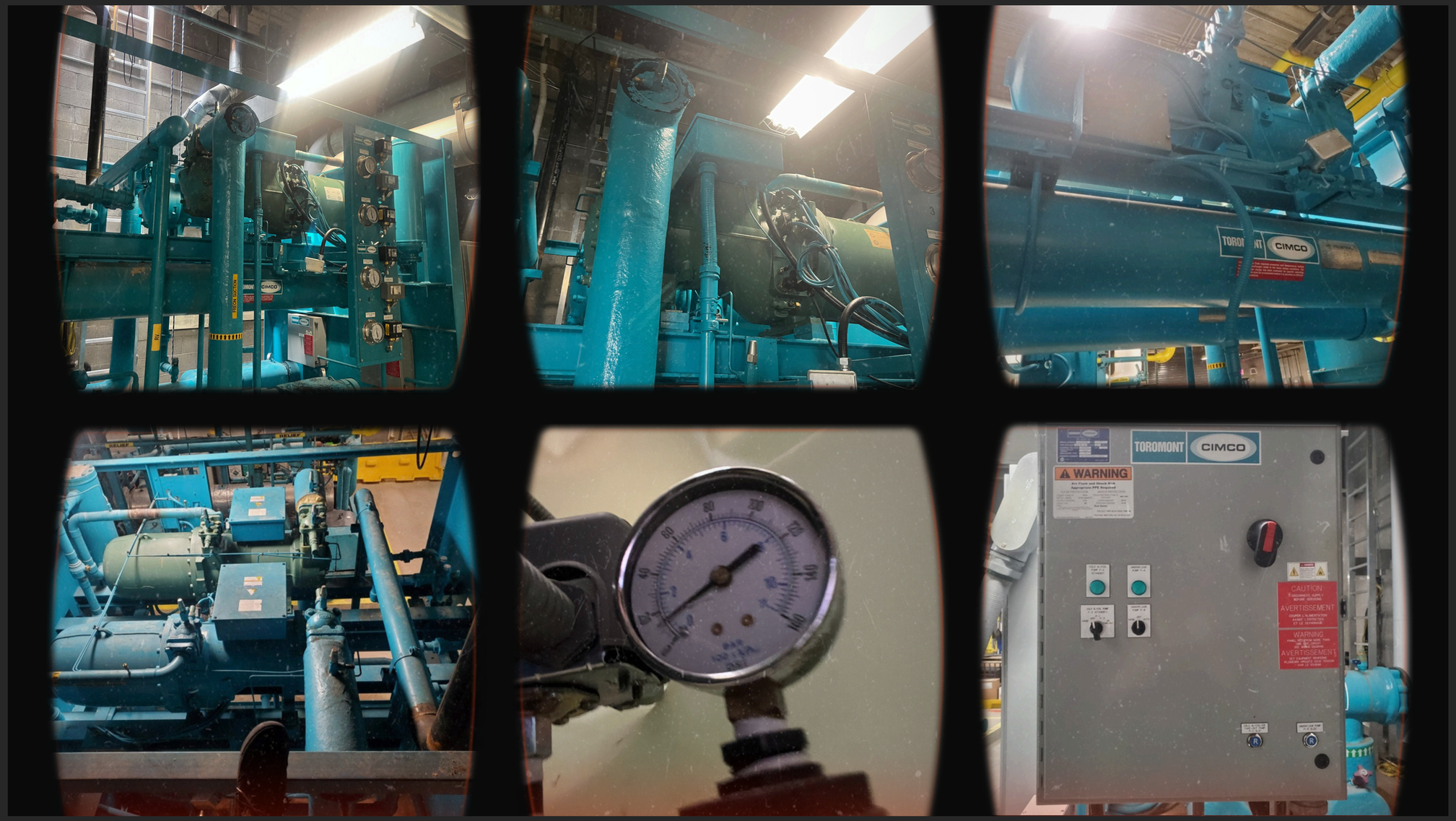




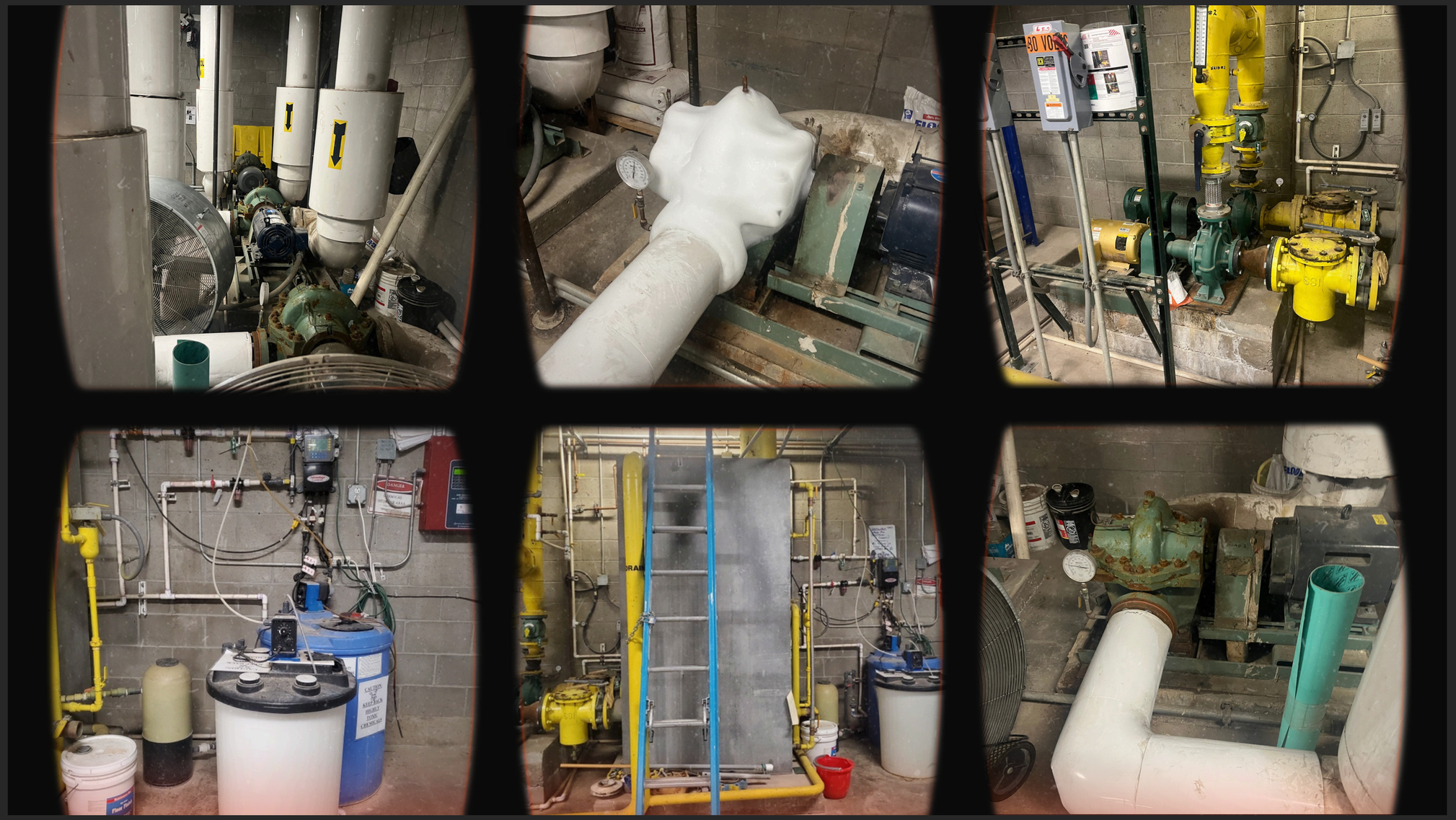
Photos of Projects: Skid 1 Rebuild



Photos of Projects: Skid 2



Projects, Whats Left ?



THANK YOU

2025

QUESTIONS OR COMMENTS

(505) 479-1470
BJSTINETT@SANTAFENM.GOV

QUALITY OF LIFE COMMITTEE
WEDNESDAY, AUGUST 6, 2025, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, August 6, 2025, at 5:00 pm, by Councilor Faulkner, who chaired the meeting, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Jamie Cassutt, virtual
Councilor Amanda Chavez
Councilor Michael Garcia
Councilor Pilar Faulkner, Chair
Councilor Alma Castro

MEMBERS ABSENT

OTHERS PRESENT

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

3. APPROVAL OF AGENDA

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

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

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

4. APPROVAL OF CONSENT AGENDA

Item 6 F was pulled by Councilor Castro for discussion.

Item 6 H was pulled by Chair Cassutt, for discussion

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve the Consent Agenda as amended.

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

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

5. PRESENTATIONS

A. GCCC ICE ARENA UPDATE

Given.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE JULY 23, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH NEW MEXICO HIGHLAND UNIVERSITY FOR THE PURPOSE OF PROVIDING INTERNSHIPS FOR UNIVERSITY STUDENTS IN THE FIELD OF SOCIAL WORK.

Approved on consent.

C. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH LIFE EXTENSION CLINICS, INC. DBA LIFE SCAN WELLNESS CENTERS IN THE TOTAL AMOUNT OF $601,453 FOR FIREFIGHTER PHYSICALS FOR A FOUR-YEAR TERM.

Approved on consent.

D. REQUEST FOR APPROVAL OF RECOVERY FUND SUB-RECIPIENT CONTRACT WITH SANTA FE CIVIC HOUSING AUTHORITY FOR CASA CONNECTION PROJECT TO CONSTRUCT AND RENOVATE PROPERTY LOCATED AT 5999 AIRPORT ROAD IN THE TOTAL AMOUNT OF $2,000,000 THROUGH JUNE 30, 2026.

Approved on consent.

E. REQUEST FOR APPROVAL OF GENERAL SERVICE CONTRACT WITH VERTOSOFT, LLC FOR THE PURCHASE OF OPENGOV AND IMPLEMENTATION SERVICES IN THE TOTAL AMOUNT NOT TO EXCEED $800,576.77, INCLUDING NMGRT, FOR A FIVE-YEAR TERM.

Approved on consent.

F. REQUEST FOR APPROVAL OF A PUBLIC FIREWORKS DISPLAY PERMIT SUBMITTED BY THE KIWANIS CLUB OF SANTA FE FOR THE BURNING OF ZOZOBRA ON AUGUST 29, 2025, AT FORT MARCY PARK.

MOTION A motion was made by Councilor Chavez, seconded by Chair Cassutt, to approve the request.

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

Councilor Chavez, yes; Councilor Castro, no; Councilor Michael Garcia, yes; Councilor Faulkner, yes, Chair Cassutt, yes.

G. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #25-0176 INTERGOVERNMENTAL AGREEMENT NO. 25-665-2011-0000100 WITH THE NEW MEXICO DEPARTMENT OF HEALTH TO INCREASE COMPENSATION BY $460,000 FOR A NEW TOTAL AMOUNT OF $1,278,387.10 AND TO EXTEND THE TERM TO JUNE 30, 2026 FOR A COORDINATED COMMUNITY RESPONSE TO COMMUNITY VIOLENCE TO INCLUDE BUT NOT LIMITED TO YOUTH VIOLENCE AND GUN VIOLENCE.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE GRANT PROCEEDS OF AN ADDITIONAL $460,000 INTO FY26 REVENUE AND EXPENSES FOR A COORDINATED COMMUNITY RESPONSE TO COMMUNITY VIOLENCE.

Approved on consent.

H. CONSIDERATION OF RESOLUTION NO. 2025-_____. 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.

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez,

to approve the Resolution.

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

Councilor Chavez, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes, Chair Cassutt, no

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

None.

11. MATTERS FROM THE CHAIR

None.

12. NEXT MEETING: WEDNESDAY, AUGUST 20, 2025

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 5:50 pm.

Councilor Pilar Faulkner, Chair

Elizabeth Martin
Elizabeth Martin (Aug 14, 2025 09:18:17 MDT)

Elizabeth Martin, Stenographer

CITY OF SANTA FE

Date: July 29, 2025

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

From: Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Jul 29, 2025 17:18:55 MDT)

Via: Maria Tucker, Community Services Department Director Maria Tucker (Jul 30, 2025 10:09:57 MDT)

Subject: NCNMEDD NMAAA Contract No. 2025-26-60026

Vendor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging

Munis Vendor Number: N/A

ITEM AND ISSUE:

Request for Approval of Title III Federal and Sub-Award #2025-26-60026 for Services with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging in Home Support, Transportation, Nutrition in the Total Amount of $737,207.56 through June 30,2026. (Manuel Sanchez, Senior Services Director; mnsanchez@santafenm.gov)

BACKGROUND AND SUMMARY:

The NCNMEDD NMAAA Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older American Act (OAA). The attached Contract reflects the FY26 awarded Federal appropriations for Title III programs as follows: Title III-B (Transportation and Homemaker Supportive Services Program) $55,053.16, Title III-C-1 (Congregate Nutrition Program) $90,000.00, Title III C-2 (Home Delivered Nutrition Program) $50,000.00, Title III-E (Family Caregiver Support Program) $50,000.00, and NMGAA- State/HB-2 $492,154.40.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: Area Agency on Aging-State-IFT/490710
Area Agency on Aging-Fed-IFT/490715

Munis Object Name/Number: Various

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was

NCNMEDD NMAAA Contract #2025-26-60026 expires on June 30, 2026

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

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: Various

Approval: Erika Lujan **Title:** Grant Man **Date:** 8/8/2025

Comment/Exceptions: _____

ATTACHMENTS:
NCNMEDD NMAAA Title III Federal and State Sub-Award Agreement #2025-26-60026
Project Ledger Request Approved Form Congregate Meals
Project Ledger Request Approved Form Home Delivered Meals
Project Ledger Request Approved Form Respite
Project Ledger Request Approved Form Homemaker
Project Ledger Request Approved Form Grandparents Raising Grandchildren
Project Ledger Request Approved Form Transportation

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Santa Fe, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.

C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.

D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$737,207.56.** Said aggregate amount is to be derived from the following sources.

1. **$55,053.16** from Title III-B of the OAA [Assistance Listing Number 93.044].

2. **$90,000.00** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].

3. **$50,000.00** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].

4. **$0** from Title III-D of the OAA [Assistance Listing Number: 93.043].

5. **$50,000.00** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and

6. **$492,154.40** from the NMGAA-State/HB-2

F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.

2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
   a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.

b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2026. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.

3. Payment for services shall be consistent with all applicable federal and state laws and regulations.

4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.

5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.

9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
7. Participate in Agency monitoring and annual compliance assessments.
8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Certification Regarding Lobbying*
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

G. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.

H. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2025, through June 30, 2026. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, 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 Subrecipient 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 Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New

Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*
The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*
The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*
The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient 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 entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the
services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency 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 Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

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

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. 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. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and 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. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. 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.

17. 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.

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 shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient 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.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient 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.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 Aging and Long-Term Services Department, the Department of Finance and Administration 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. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

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:

AGENCY:
NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:
City of Santa Fe, Senior Services Division
Manuel Sanchez, Division Director
1121 Alto Street
Santa Fe, NM 87501

27. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	July 1, 2025
Date	*Date*

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Congregate Meals

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2624105
Grant ID: F2605/S2606
Approved By: BSG 07.03.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: $113,667.26

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: $110,000.00

Expense String Phase: LOCAL 2410114 $305,346.52

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: See Attached MUNIS ORG: 2410114 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: SEE ATTACHED ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): 93.045

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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Home Delivered Meals

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624106
Grant ID: F2605/S2606
Approved By: BSG 07.03.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: $151,500.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: $60,000.00

Expense String Phase: LOCAL 2410114 $840,971.22

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: See Attached MUNIS ORG: 2410114 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410114.490710, 2410114.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III- Respite

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624107
Grant ID: F2605/S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: $49,200.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: $76,786.00

Expense String Phase: LOCAL 2410113 $615,782.13

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: See Attached MUNIS ORG: 2410113 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410113.490710, 2410113.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Homemaker

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624108
Grant ID: F2605/S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2024 to 06/30/2025 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: $111,00.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: $23,000.00

Expense String Phase: LOCAL 2410113 $237,855.87

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: See Attached MUNIS ORG: 2410113 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410113.490710, 2410113.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Grandparents Raising Grandchildren

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624109
Grant ID: S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: $5,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: LOCAL 2410113 $3,647.00

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: 1 MUNIS ORG: 2410113 MUNIS OBJ: 510500

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410114.490710 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Transportation

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: COM2624110
Grant ID: F2605/S2606
Approved By: BSG 07.11.25 EL
(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410115 MUNIS OBJ: 490710 Awarded Amount: $107,500.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding:

MUNIS ORG: 2410115 MUNIS OBJ: 490715 Awarded Amount: $42,790.67

Expense String Phase: LOCAL 2410115 $1,009,105.00

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: See Attached MUNIS ORG: 2410115 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: NCNMEDD NMAAA Awarded Amount: $

AR Charge Code: 2410115.490710, 2410115.490715 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 2025-26-60026 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

Signature: ERIKA LUJAN
ERIKA LUJAN (Aug 8, 2025 15:47:24 MDT)

Email: evlujan@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: July 30, 2025

TO: Quality of Life Committee, Finance Committee, Governing Body

FROM: Randy Randall, TSF Executive Director Randy Randall (Jul 30, 2025 14:45:46 MDT)

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $244,838 to Re-Appropriate One-Time Funding from FY25 to FY26 for Security Services (Randy Randall, TSF Executive Director, rrandall@santafenmgov, 505-955-6209).

Committee Review:
Quality of Life: 08/20/2025
Finance Committee: 08/25/2025
Governing Body: 08/27/2025

BACKGROUND AND SUMMARY:
In accordance with Request for Proposals for City-Wide, On-Call Security Guard Services (RFP#22/17/P) issued February 17, 2022, TSF will utilize this contract to provide private security in the historic district to reduce the incidence of unwanted behavior. The start up and ability to staff this service has been slow resulting in a remaining balance of the one-time funding we request to move forward into FY26 to be used to continue the service at least through October in coordination with the services provided by Urban Alchemy. After that we anticipate, private security being reduced to coverage outside of Urban Alchemy's daily presence.

FUNDING SOURCE:
Fund Name/Number: VSF Program & Events/2130523
Munis Org Name/Number: Service Contracts/510310

ATTACHMENTS:
BAR

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	7/28/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
VSF Program & Events Service Contracts	2130523	510310		244,838	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 244,838	$ -

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

Carry Forward FY25 to FY26 for the one-time funding for Downtown Security

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Shirley Spencer — 7/28/2025
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

Division Director Signature *(optional)* — Date

Randy Randall (Jul 29, 2025 08:52:39 MDT)

Department Director Signature — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

Account

Fund	213	LODTAXFND	Acct	213 35 65 6650 523 00 000 510310			
Org	[redacted]	VSF PrgEvt	Acct name	Service Contracts			Account Notes
Object	[redacted]	Svc Cnt	Type	Expense	Status	Active	
Project			Rollup	LTVEC		VSF:Programs&EventsCNT	
			Sub-Rollup				

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 2022
Original Budget	00	00	00	375,000 00
Transfers In	750,000 00	00	00	00
Transfers Out	00	00	00	00
Revised Budget	750,000 00	00	00	375,000 00
Actual (Memo)	505,161 85	00	00	00
Encumbrances	244,838 15	00	00	244,838 15
Requisitions	00			00
Available	00	00	00	619,838 15
Percent used	100 00	00	00	-65 29

BAR One Time funding Carry Forward to FY26 - VSF

Final Audit Report 2025-07-29

Created:	2025-07-28
By:	Shirley Spencer (sjspencer@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Jkuh_IC_HXpxCNniP1M-p_H5kMSqNlu

"BAR One Time funding Carry Forward to FY26 -VSF" History

Document created by Shirley Spencer (sjspencer@santafenm.gov)
2025-07-28 - 11:29:26 PM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2025-07-28 - 11:30:06 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2025-07-29 - 4:27:33 AM GMT- IP address: 104.28.124.135

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2025-07-29 - 2:52:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-07-29 - 2:52:40 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-29 - 3:40:44 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-29 - 3:41:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-29 - 3:41:04 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: July 22, 2025

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

From: Sten Johnson, Assistant Fire Chief SJ

Via: Brian Moya, Fire Chief BM

Subject: Inter-Governmental Transfer of Funds to Health Care Authority

Vendor Name: Health Care Authority

Munis Vendor Number: 11103

ITEM AND ISSUE:

The Fire Department respectfully requests your review and approval to enter a Memorandum of Agreement with the New Mexico Health Care Authority (HCA) to facilitate an Inter-Governmental Transfer of funds. This for the purpose of participation in the NM Ambulance Supplemental Payment Program.

The Fire Department respectfully requests your review and approval for a payment in the total amount of $583,620.26 as an Inter-Governmental Transfer (IGT) for a term of one-time transaction to HCA.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260067.

BACKGROUND AND SUMMARY:

The Fire Department has been an early adopter of a program now approved for government operated ambulance services to participate in a supplemental payment program from Medicaid.

The City pays the IGT of $583,620.26 to HCA. HCA applies the funds as a grant share to draw down supplemental payment from Medicaid. The supplemental payment then comes back to the City in the total amount of $2,094,456.35. Please see attachments for further explanation.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Fire Emergency Services Admin/1000021

Munis Object Name/Number: Miscellaneous Expenses/564000

Budget Officer / Designee: ALEXIS LOTERO (Aug 5, 2025 13:02:12 MDT) **Date:** 08/05/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

This is a transaction with a governmental agency, Health Care Authority.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/05/2025

CPO Comment/Exceptions: G to G services/goods are exempt per NMSA Section, 13-1-98 (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:

Invoice for term July – December 2024
MOA with Health Care Authority
Procurement document: Exemption Determination/Email

BAR

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) constitutes an agreement between the **New Mexico Health Care Authority (HCA),** and the **City of Santa Fe Fire Department** collectively referred to as the "Parties," regarding the implementation of Ambulance Supplemental Payment Program (ASPP). The ASPP is approved and administered in accordance with Centers for Medicaid Services (CMS) managed care regulations, 42 C.F.R. § 438 regarding State-Directed Payments. See SDP Identifier NM_Fee_Oth_New_20240701-20241231.

I. DEFINITIONS

A. Intergovernmental Transfers or IGTs means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433, Subpart B. In this MOA, the "IGT Provider" is the City. The IGT Provider must comply with applicable provisions of 42 CFR Part 433, Subpart B.

B. Medicaid means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations, as administered in New Mexico by the Agency. In this MOA the "Agency" is HCA.

C. CMS means Centers for Medicaid Services.

D. EGAS means Emergency Ground Ambulance Services.

E. MCO means Managed Care Organization, New Mexico Medicaid Managed Care or Turquoise Care.

F. MMIS means Medicaid Management Information System.

II. GENERAL PROVISIONS

A. The IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the ASPP.

B. The IGT Provider will sign and return this MOA to the Agency.

C. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed $583,620.26. The IGT Provider will transfer payments to the Agency in the following manner:

i. The Agency will bill the IGT Provider when payment is due.
ii. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this MOA in accordance with public records laws and established retention schedules.

D. ASPP EGAS providers will be paid a supplemental payment on a quarterly basis tied to MMIS claims data utilization. Supplemental payments will be based on the calculated average cost per transport, derived from the required annual cost reports submitted by ASPP EGAS providers for the prior year.

E. ASPP EGAS providers will fund the state share in the form of IGTs. Each provider will have a fully executed Memorandum of Agreement consenting to the terms of the IGTs.

F. Upon CMS approval, supplemental payments will be distributed retroactively to July 1, 2024, effective date.

III. AUDITS AND RECORDS

A. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this MOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.

B. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel, if applicable.

C. IGT Provider agrees to comply with applicable public record inspection and retention laws.

IV. RETENTION OF RECORDS

A. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this MOA for a period of six years after termination of this MOA, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records shall be retained until resolution of the audit findings.

B. Persons duly authorized by the Agency and federal auditors will have full access to and the right to examine any records and documents from this MOA. The rights of access in this section will not be limited to the required retention period but will last as long as the records are retained. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are

relevant to this MOA.

V. ASSIGNMENT AND SUBCONTRACTS

The IGT Provider agrees to neither assign the responsibility of this MOA to another party nor subcontract for any of the work contemplated under this MOA without prior written approval of the Agency. No approval by the Agency of any assignment or subcontract will be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this MOA. All assignments or subcontracts shall be subject to the conditions of this MOA and to any conditions of approval that the Agency shall deem necessary.

VI. AMENDMENT

This MOA may only be amended upon a written instrument signed by the parties.

VII. ASSURANCES

A. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned supplemental payments in order to satisfy non-Medicaid, non- uninsured, and non-underinsured activities.

B. IGT Provider agrees the following provision will be included in any agreements between the IGT Provider and local providers where IGT funding is provided pursuant to this MOA:

> *Funding provided in this agreement will be prioritized so that designated IGT funding must first be used to fund the Medicaid program and used secondarily for other purposes.*

VIII. TERM

A. The duties under this MOA will be performed from July 1, 2024, through December 31, 2024, and this MOA terminates December 31, 2025, which includes the states certified forward period.

B. This MOA may be executed in multiple counterparts, each of which will constitute an original, and each of which will be fully binding on the party signing at least one counterpart.

Local Intergovernmental Transfers	
Program / Amount	
Estimated IGTs	$583,620.26
Total Funding Not to Exceed	$583,620.26

IN WITNESS THEREOF, the parties execute this Memorandum of Agreement.

HEALTH CARE AUTHORITY

By: _____ Date: _____
Kari Armijo, HCA Cabinet Secretary

By: _____ Date: _____
Carolee Graham, HCA Chief Financial Officer

Approved by General Counsel:

By: _____ Date: _____

Mark Reynolds, HCA General Counsel

CITY OF SANTA FE

_____ Date: _____
Alan Webber, Mayor

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

MCO Total Allotment Projections Utilizing Medicaid Managed Information System(MMIS) Managed Care Office(MCO) Trips

Provider	MCO Total Allotment Projections Utilizing MMIS MCO Trips*								
	Jan-Jun 24 Total Allotment (Weighted Average Cost per Transport)	Jan-Jun 24 IGTs Needed Using Weighted Average	Jan-Jun 24 Net New Federal Funding Using Weighted Average	Jul-Dec 24 Allotment (Weighted Average Cost per Transport)	Jul-Dec 24 IGTs Needed Using Weighted Average	Jul-Dec 24 Net New Federal Funding Using Weighted Average	Total Allotment (Weighted Average Cost per Transport)	Total IGTs Needed Using Weighted Average	Net New Federal Funding Using Weighted Average
Albuquerque Fire Rescue	$ 1,124,117.33	$ 308,120.56	$ 815,996.77	$ 740,099.91	$ 206,228.84	$ 533,871.07	$ 1,864,217.25	$ 514,349.40	$ 1,349,867.85
Artesia Fire Department	$ 495,894.80	$ 135,924.77	$ 359,970.03	$ 326,488.78	$ 90,976.10	$ 235,512.68	$ 822,383.59	$ 226,900.87	$ 595,482.72
Bernalillo County	$ 263,318.80	$ 72,175.68	$ 191,143.12	$ 173,364.66	$ 48,308.06	$ 125,056.60	$ 436,683.47	$ 120,483.74	$ 316,199.73
City of Santa Fe Fire Department	$ 3,181,211.95	$ 871,970.20	$ 2,309,241.75	$ 2,094,456.35	$ 583,820.26	$ 1,510,636.09	$ 5,275,668.31	$ 1,455,590.46	$ 3,820,077.84
Las Cruces Fire Department	$ 486,538.30	$ 133,360.15	$ 353,178.15	$ 320,328.62	$ 89,259.57	$ 231,069.05	$ 806,866.92	$ 222,619.72	$ 584,247.20
Sandoval County Fire Department	$ 1,001,146.11	$ 274,414.15	$ 726,731.96	$ 659,137.73	$ 183,668.73	$ 475,469.00	$ 1,660,283.85	$ 458,082.88	$ 1,202,200.97
Santa Fe County Fire Department	$ 1,168,226.57	$ 320,210.90	$ 848,015.67	$ 769,140.69	$ 214,321.05	$ 554,819.64	$ 1,937,367.27	$ 534,531.95	$ 1,402,835.31
Total	$ 7,720,453.88	$ 2,116,176.41	$ 5,604,277.47	$ 5,083,016.76	$ 1,416,382.62	$ 3,666,634.14	$ 12,803,470.64	$ 3,532,559.03	$ 9,270,911.61

Outlook

RE: Determination request

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Tue 7/22/2025 9:29 AM
To JOHNSON, STEN A. <sajohnson@santafenm.gov>
Cc CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>

Greetings,

Government to government services/goods are exempt per NMSA Section, 13-1-98 (A).

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Thank you.

Regards,

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

Book time to meet with me

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

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: JOHNSON, STEN A. <sajohnson@santafenm.gov>
Sent: Tuesday, July 22, 2025 9:24 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CANDELARIA MARTINEZ, TONIETTE O. <tocandelariamartinez@santafenm.gov>
Subject: Determination request

Travis,

I'm requesting a determination for FY26 term in reference to an MOA that establishes an Intergovernmental Transfer (IGT) to New Mexico Healthcare Authority. The MOA enables the Fire Department to participate in the NM Ambulance Supplemental Payment Program, to recover costs of emergency response from Medicaid.

Thank you,

Sten A Johnson
Assistant Chief – Support Services
City of Santa Fe Fire Department
200 Murales Rd.
Santa Fe, New Mexico 87501
505-467-9799

SANTA FE FIRE DEPARTMENT
Est. 1880

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

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

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

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

DEPARTMENT / DIVISION NAME	DATE
	7/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Miscellaneous Expenses	1000021	564000		583,620.26	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 583,620.26	$ -

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

Appropriate funding from existing General Fund cash balances to pay for Ambulance Supplemental Payment Program

Intergovernmental Transfers for CY24 per the terms of attached MOA 25-630-8000-0120.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	583,620.26
TOTAL:	**583,620.26**

Toniette Candelaria Martinez — 7/22/2025
Prepared By *{print name}* — Date

Brian Moya — 07/22/2025
Division Director Signature *{optional}* — Date

BRIAN MOYA
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 (Aug 5, 2025 13:02:12 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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

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

DEPARTMENT / DIVISION NAME	DATE
Midtown Redevelopment Agency	8/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
MRA/Other Consulting	2120128	510340		78,285	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 78,285	$ -

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

This BAR is a reauthorizaiton of the unused balance of the FY25 One Tme Funding for FY26.

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

Loretta S. Olguin — 8/8/2025
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 — Aug 8, 2025
Budget Officer — Date

Division Director Signature *{optional}* — Date

Finance Director *{≤ $5,000}* — Date

Elisa D. Montoya — Aug 8, 2025
Elisa D. Montoya (Aug 8, 2025 13:07:32 MDT)
Department Director Signature — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **August 8, 2025**

TO: **Governing Body**

Via: **Elisa Montoya, Community Development Director** EDM

FROM: **Loretta Olguin, Business Operations Manager**

ACTION REQUESTED:

Request approval of a Budget Adjustment Resolution (BAR) to allocate FY25 One-Time Funding to the FY26 budget in the amount of $78,285.

ITEM AND ISSUE:

This BAR seeks reauthorization of the unused balance from FY25 One-Time Funding to be allocated to the FY26 Budget. These funds will be used for Midtown Engagement Partners to support the implementation of policies, create art installations and host events at Midtown.

Account

Fund	212	ECON DEV
Org	2120128	MetroRedev
Object	510340	Oth Cnsltg
Project		

4 Year Comparison | Current Year | Histor

Yr/Per 2025/01	Fiscal Year 2025
Original Budget	.00
Transfers In	250,000.00
Transfers Out	-35,000.00
Revised Budget	215,000.00
Actual (Memo)	136,713.29
Encumbrances	35,152.88
Requisitions	.00
Available	43,133.83
Percent used	79.94

BAR Packet One-Time Funding $78,285 Other Consulting

Final Audit Report 2025-08-08

Created:	2025-08-08
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAFGkXzdcoLxrzwIIAAdOZUzVH9N_Gt4nC

"BAR Packet One-Time Funding $78,285 Other Consulting" History

Document created by LORETTA OLGUIN (lsolguin@santafenm.gov)
2025-08-08 - 6:59:11 PM GMT- IP address: 63.232.20.2

Document emailed to edmontoya1@santafenm.gov for signature
2025-08-08 - 7:00:48 PM GMT

Email viewed by edmontoya1@santafenm.gov
2025-08-08 - 7:06:10 PM GMT- IP address: 174.205.162.43

Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
2025-08-08 - 7:07:30 PM GMT- IP address: 174.205.162.43

Document e-signed by Elisa D. Montoya (edmontoya1@santafenm.gov)
Signature Date: 2025-08-08 - 7:07:32 PM GMT - Time Source: server- IP address: 174.205.162.43

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-08-08 - 7:07:34 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-08-08 - 9:36:11 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: The routing needs to be changed on this. Because it's not associated with a capital project, capital expense or grant (to the City), Emily cannot sign to approve it, per City Code. Instead, after I sign it, it will have to go to Governing Body because Emily is only authorized to sign carry forwards for capital or grants. Therefore, this reverts to the 'regular' BAR rules, meaning she can sign BARs of $5,000 or less (only), the CM signs BARs between $5-60K, and BARs over $60K need to go to GB. That's an either-or - meaning, this doesn't need to go to either Emily or CM, once I've signed you can put on the agendas for Council approval. We are allowing the one-time stuff to be carried forward, but they have to follow the normal BAR rules as outlined above. thanks.
2025-08-08 - 9:40:31 PM GMT- IP address: 63.232.20.2

CITY OF SANTA FE

The Purchasing Memo

Date: August 8, 2025

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

From: Geronimo Griego, Fire Marshal GGG

Via: Brian Moya, Fire Chief, Sten Johnson, Assistant Chief, Heather Lamboy, Land Use Director

Subject: Memorandum of Understanding (MOU) for participation in Community Planning Assistance for Wildfire program

Vendor Name: Headwater Economics, Inc.

Munis Vendor Number: 11160

ITEM AND ISSUE:

The Santa Fe Fire Department respectfully requests review and approval of a Memorandum of Understanding with Headwaters Economics, Inc., for participation in the Community Planning Assistance for Wildfire (CPAW) program. This agreement carries no financial obligation for the City and establishes a one-year term of collaboration to support wildfire risk reduction through land use planning, communications, and technical assistance. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov; (505) 955-3317).

CONTRACT NUMBER:

The Munis contract number is 3260122.

BACKGROUND AND SUMMARY:

The City of Santa Fe has been selected to participate in the *Community Planning Assistance for Wildfire (CPAW)* program, an initiative led by Headwaters Economics, Inc., a Montana-based nonprofit organization specializing in land use and wildfire planning. Through this opportunity, the Fire Department and the Land Use Division propose entering into a Memorandum of Understanding (MOU) with Headwaters Economics to formalize the City's participation and establish roles and expectations for the duration of the engagement.

The CPAW program provides comprehensive technical assistance at no cost to the City. Services include wildfire risk assessments, land use planning recommendations, stakeholder engagement support, and customized research tailored to Santa Fe's specific needs. The program is entirely voluntary, and all recommendations will be reviewed and adopted at the City's discretion. This collaboration is expected to strengthen the City's wildfire resiliency, improve interdepartmental coordination, and provide actionable strategies for managing wildfire risk in vulnerable areas. The MOU outlines responsibilities for each party and will remain in effect through June 9, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: NA

Munis Org Name/Number: NA

Munis Object Name/Number: NA

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was: There is no procurement required as there is no financial obligation.

The MOU establishes a one-year term of service.

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

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

Comment/Exceptions:_____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: NA

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

Comment/Exceptions:_____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: NA

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

Comment/Exceptions: _____

ATTACHMENTS:
Headwaters Santa Fe MOU 2025

Community Planning Assistance for Wildfire
A PROGRAM OF HEADWATERS ECONOMICS

MEMORANDUM OF UNDERSTANDING
Santa Fe, New Mexico

Overview

This Memorandum of Understanding ("Memorandum") is dated 07/07/2025, and is between Headwaters Economics, Inc., a Montana nonprofit corporation with address of P.O. Box 7059, Bozeman, MT 59715 ("Headwaters Economics") and City of Santa Fe, Santa Fe New Mexico with address of 200 Lincoln Ave, PO BOX 909, 87504 ("Community"). This Memorandum is valid through June 9, 2026, unless otherwise extended in writing by both signatories.

Purpose and Intent

The Community was selected to receive technical assistance through Headwaters Economics' Community Planning Assistance for Wildfire program ("CPAW").*

CPAW provides land use planning solutions, communications assistance, and customized research to better understand and manage wildfire-prone areas and reduce risk. CPAW services are provided at no financial cost to selected communities and all recommendations are adopted at the discretion of the community. Participation in CPAW is voluntary.

The purpose of this Memorandum is to clarify roles, responsibilities, and expectations associated with participation in CPAW. This Memorandum does not create a binding and legally enforceable agreement between Headwaters Economics and the Community.

Roles and Responsibilities

Community

By accepting this Memorandum and participating in CPAW, the Community commits to working with CPAW on the following tasks:

- Provide background information, plans, regulations, wildfire data and related documentation, and knowledge of local issues to help CPAW identify and understand appropriate planning and wildfire challenges facing the community.
- Provide two key points of contact (representing planning and fire expertise) committed to responding to inquiries from Headwaters Economics and providing feedback on Headwaters Economics' deliverables.
- As needed, host community site visit(s) to help CPAW meet with local stakeholders to discuss planning and wildfire topics.
- Engage in the review process of drafted products, tools, and documents by providing timely feedback, as requested.
- Engage other local stakeholders, elected officials, and the public, as appropriate, to engage them in the CPAW process and share final deliverables.
- Actively engage in the CPAW process, including attending scheduled meetings, responding to email inquiries, co-presenting at events, and participating in other requests, as needed.
- Participate in a short program evaluation one year after the expiration of this MOU

to help improve CPAW.

Headwaters Economics

Headwaters Economics, in its sole discretion, may engage additional contractors to provide technical assistance. All team members who work directly with the Community will be clearly identified throughout the process, including on final deliverables.

Headwaters Economics commits to providing the following assistance to the Community:

- Land Use Planning Solutions
  - Prepare a community wildfire audit that includes a review of the Community's current plans and identifies gaps and opportunities.
  - Provide recommendations and support for strengthening wildfire risk-reduction standards in the Community.
- Communications Assistance
  - Assist with stakeholder engagement for the project, as directed by the Community and in coordination with the Community's partners. This could include coordinating calls, meetings, and site visit(s) with federal, state, and local stakeholders, as designated by the Community, to accomplish deliverables.
  - Partner with the Community in crafting messaging about risk and solutions to improve stakeholder understanding.
- Customized Research
  - As identified and agreed upon, research opportunities may be pursued in order to support the Community's wildfire resiliency efforts.

Implementation

The Community retains all responsibility for developing and implementing any plans, policies, or actions identified through this process and ensuring compliance with regulatory requirements. The Community is under no obligation to use or implement any of the deliverables provided by Headwaters Economics.

Final deliverables will be provided to the Community and may also be shared publicly unless other arrangements are discussed by both parties in advance.

Neither party anticipates financial contribution from the other party for any component of this Memorandum.

Contact

The primary contact at Headwaters for all communications related to this Memorandum will be:

Ryan Handy

ryan@headwaterseconomics.org

505-310-2395

https://cpaw.headwaterseconomics.org/

The primary contacts at the Community for all communications related to this Memorandum will be:

Geronimo Griego, Fire Marshal
City of Santa Fe Fire Department
gggriego@santafenm.gov
505.955.3117

Heather Lamboy, Director
City of Santa Fe Planning & Land Use
hllamboy@santafenm.gov
505.470.5281

Signatures

Alan Webber, Mayor	Date
Patty Hernandez, Executive Director Headwater Economics	Date

*CPAW is funded by the U.S. Forest Service and private foundations. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employee.

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

Signature: Geronimo Griego
Geronimo Griego (Aug 8, 2025 14:20:28 MDT)

Email: gggriego@santafenm.gov

Signature:

Email: hllamboy@santafenm.gov

Signature: STEV JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: July 24, 2025

To: Governing Body and Quality of Life Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME
Christine M. Spiers, Legislative Assistant CS

Via: Erin K. McSherry, City Attorney EM

RE: Resolution Supporting Public Lands

EXECUTIVE SUMMARY:

The proposed resolution affirms the City of Santa Fe's support for the continued federal stewardship of federal public lands ("Public Lands") in New Mexico and opposes any effort to sell, transfer, or reduce Public Land protections. The resolution calls on the New Mexico Congressional Delegation to reject legislation that would negatively impact public lands and support legislation that would fully fund public lands, protect the Antiquities Act, and preserve national monuments. If approved, the City would send copies of the Resolution to members of the New Mexico Congressional Delegation, the Governor of New Mexico, and relevant federal land management agencies.

BACKGROUND:

Federally owned Public Lands make up nearly one-third of New Mexico and are essential to the state's economy and environment. Managed by federal agencies, public lands support recreation, grazing, conservation, and other uses that benefit the residents of the city of Santa Fe. In 2023, outdoor recreation alone generated $3.2 billion in economic output and supported over 29,000 jobs in New Mexico. Santa Fe residents deeply value public lands for their accessibility, natural beauty, and cultural significance. However, recent efforts to sell or transfer these lands threaten their long-term preservation. The proposed resolution expresses the Governing Body's support for continued federal management and stewardship of New Mexico's Public Lands.

ATTACHMENTS:

Fiscal Impact Report
Resolution

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

CALLING ON THE NEW MEXICO CONGRESSIONAL DELEGATION TO ADVOCATE FOR THE PRESERVATION AND MANAGEMENT OF NEW MEXICO'S PUBLIC LANDS.

WHEREAS, New Mexico is home to public lands, comprising a significant proportion -- approximately 31.7%-- of its total area; and

WHEREAS, public lands are integral to New Mexico's economy, environment, and quality of life; and

WHEREAS, federal agencies manage a large proportion of New Mexico's public lands ("Public Lands"), such as the United States Forest Service, National Park Service, and the Bureau of Land Management, and provide essential resources, including grazing lands for agricultural operations, habitats for wildlife, and opportunities for outdoor recreation; and

WHEREAS, the residents of Santa Fe deeply value Public Lands for their recreational, economic, cultural, and spiritual significance, recognizing that these lands are accessible to all, regardless of socioeconomic status, race, or gender; and

WHEREAS, Public Lands contribute significantly to the local economy through activities

such as mineral extraction, timber sales, ranching, tourism, and outdoor recreation, which contribute substantially to New Mexico's economy; and

WHEREAS, the 2023 United States Bureau of Economic Analysis shows that outdoor recreation in New Mexico generated $3.2 billion in economic output, accounted for 2.4% of the state's Gross Domestic Product, and supported 29,182 jobs, demonstrating the profound economic significance of Public Lands and outdoor recreation to New Mexico and to the city of Santa Fe; and

WHEREAS, there are ongoing attempts to transfer or sell off Public Lands and such attempts are inconsistent with the values and interests of the residents of Santa Fe and New Mexico; and

WHEREAS, federal management of Public Lands ensures that resources are managed for the benefit of all Americans, creating the opportunity to address complex challenges such as wildfire management, watershed protection, and wildlife conservation; and

WHEREAS, the cost associated with managing Public Lands is a national responsibility, and federal involvement is crucial for the long-term health and sustainability of the resources on Public Land; and

WHEREAS, the City of Santa Fe ("City") recognizes the importance of multiple uses of Public Lands, including but not limited to, grazing, energy development, and recreation; and

WHEREAS, the City also recognizes the importance of Public Lands to the community and the City's role in supporting preservation of public lands.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE

1. Strongly supports the continued federal management and stewardship of Public Lands within New Mexico.
2. Opposes any efforts to sell, transfer, or dispose of Public Lands.

3. Encourages New Mexico's Congressional Delegation to oppose any legislation that would negatively impact Public Lands and to support policies that ensure their long-term preservation and sustainable use.
4. Asks New Mexico's Congressional Delegation to fully fund the operation, maintenance, and preservation of New Mexico's public lands and oppose any attempts to change the Antiquities Act or reduce the size of New Mexico's national monuments.
5. Recognizes the multiple uses of public lands and encourages a balanced approach to land management.
6. Urges federal land management agencies to continue their collaborative efforts with local communities, stakeholders, and other governmental entities to ensure effective and responsible management of public lands.

BE IT FURTHER RESOLVED that the City Clerk provide copies of this resolution to the members of New Mexico's Congressional Delegation, Governor of New Mexico, United States Department of the Interior, United States Forest Service, Bureau of Land Management, United States Fish and Wildlife Service, and National Park Service.

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 29, 2025 13:37:11 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Supporting Public Lands

FIR No. 10705.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Supporting Preservation and Management of New Mexico's Public Lands

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Christine Spiers, Legislaitve Assitant & Marci Eannarino, Legislation and Policy Innovation Manager **Date:** 07/25/2025 **Phone:** (505) 955-6692 & (505) 955-6518

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jul 29, 2025 13:37:11 MDT) **Date:** 07/29/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 07/31/2025

Summary:
The proposed resolution affirms the City of Santa Fe's support for the continued federal stewardship of public lands in New Mexico and opposes any effort to sell, transfer, or reduced public lands protections. The resolution calls on the New Mexico Congressional Delegation to reject legislation that would negatively impact public lands and to support legislation that fully funds public lands, protects the Antiquities Act, and preserves national monuments. If approved, the City would send copies of the Resolution to members of the New Mexico Congressional Delegation, the Governor of New Mexico, and relevant federal land management agencies.

Departments Affected:
If adopted, the City Clerk's Office would forward a copy of the adopted Resolution to the New Mexico Congressional Delegation, the Governor of New Mexico, and relevant federal land management agencies.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Governing Body will not call for the New Mexico Congressional Delegation to support New Mexico's public land preservation and management.

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: Marci Eannarino

Email: maeannarino@santafenm.gov

Signature: CHRISTINE SPIERS

Email: cmspiers@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: August 7, 2025

To: Finance Committee

From: Emily K. Oster, Finance Director; Rod Gould, Senior Advisor and Public Engagement Coordinator EKO RG

RE: FY 2026/2027 Budget Process Development

EXECUTIVE SUMMARY:

This resolution would adopt improvements to the City of Santa Fe's ("City") budget process to be utilized for the development of the fiscal year 2026-2027 budget. Specifically, it establishes a timeline for activities related to improving upon and planning for the development of the City's fiscal year 2026-2027 budget.

This resolution responds to feedback from members of the Governing Body and City staff about deficiencies in the budgeting process used in fiscal years 2023, 2024 and 2025. The process proposed in this resolution incorporates the development of long-range goals and one-year priorities, includes mechanisms for the Governing Body to develop understanding and provide input in budget development, and focuses on service levels and outcomes rather than line expenditure items. Tracking of key performance indicators and regular progress reports on goals add accountability and year-round management to budgeting, making the budget a more meaningful tool for organizational management.

The budget process proposed in this resolution aligns with nationally recognized leading practices recommended by the Government Finance Officers Association (GFOA), the International City/County Management Association (ICMA), and experts in the field of municipal budgeting.

ATTACHMENTS:

Resolution
FIR
FY26-27 Budget Development PowerPoint

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

Councilor Pilar Faulkner

A RESOLUTION

ADOPTING IMPROVEMENTS TO THE BUDGET PROCESS FOR THE FISCAL YEAR 2026-2027 ANNUAL OPERATING BUDGET.

WHEREAS, Article V, Section 5.01 (M) of the City of Santa Fe's ("City") Charter requires that the Mayor "[w]ork with City personnel and prepares an annual budget and spending priority for review and approval by the finance committee and the governing body"; and

WHEREAS, Section 11-2.1(A) of the City's Code requires that the operating budget to include the following elements:

- anticipated revenues by fund;
- planned expenditures by fund, department and category;
- planned cash transfers between funds;
- estimated beginning and ending cash balances;
- costs for personnel salaries and benefits by fund and department;
- general obligation and revenue bonded debt service; and
- Line-item detailed reports for all funds and detailed personnel schedules, which must

be prepared and be available upon request; and

WHEREAS, Section 11-2.1(B) of the City's Code provides that the annual budget may include the following components in a multi-year section of the budget:

- Schedules of lease purchase agreements;
- Capital outlay appropriations authorized for up to three years;
- Grant appropriations authorized for up to the term of the relevant grant;
- "Special" appropriations, which are limited-duration, non-capital appropriations, authorized for up to three years;
- Reauthorizations of multi-year appropriations unexpended during the initial appropriation term and deemed necessary; and
- Deauthorizations of prior-year(s), unexpended, multi-year appropriations; and

WHEREAS, Section 11-2.5 of the City Code requires that, prior to the mayor's recommendation of the annual budget to the governing body, the city manager shall direct all departments to review all fees and charges assessed by that department; and

WHEREAS, the process used in fiscal years 2023, 2024, and 2025 to prepare the City's operating budget was not tied to long-range goals and one-year priorities adopted by the Governing Body, and did not include a formal mechanism in advance of the Finance Committee and Governing Body budget hearings for the Governing Body to develop an understanding and to provide input into budget development, and focused on line expenditure items rather than service levels and outcomes; and

WHEREAS, a "management system" that includes Governing Body goals and priorities and Key Performance Indicators ("KPIs") for department goals and objections should be used to provide performance feedback for the Governing Body and for all City employees; and

WHEREAS, the City's budget process should be performance-based and focused on service levels and outcomes so that it is a key policy document for oversight of City services; and

WHEREAS, on July 28, 2025, the City's Finance Director and the Mayor's Senior Advisor and Public Engagement Coordinator presented a schedule and process to the City's Finance Committee to integrate strategic planning, key indicators, and performance-based budgeting into the City's budgeting process for Fiscal Year 2026-2027; and

WHEREAS, the Governing Body wishes to adopt the proposed plan and schedule for adopting Mayor and Governing Body goals and priorities; Departmental goals, objectives, and key performance indicators; and performance-based budgeting that will provide a framework for the Governing Body's review and approval of the Mayor's budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall work with staff to implement the following schedule and process for preparation of the Fiscal Year 2026-2027 budget:

<u>July - August 2025</u>

- Meet with the Finance Committee to discuss reforms and adjustments to the City's budgeting process by adopting this Resolution.

<u>October 2025</u>

- Hold a Study Session with the Governing Body to discuss setting goals, objectives, and key performance indicators for Fiscal Year 2026-2027 and the budget process, generally

<u>December 2025</u>

- Hold a two-day special meeting of the Governing Body during which Department Directors present Fiscal Year 2026-2027 goals, objectives, key performance indicators, and progress status updates. Invite mayor-elect and councilor-elects to the meeting.

<u>January 2026</u>

- Hold a half-day, special Governing Body meeting to set long-range goals and one-

year priorities and discuss and clarify City governance and roles.

- Officially start the budget process for Fiscal Year 2026-2027.

Late January 2026

- Work with the Finance Department to provide best estimates for Fiscal Year 2026-2027 revenues and steady state expenditures.
- Work with the Mayor and Finance Department to provide departments directions for submitting their budget requests, including any proposed modifications to fees or charges.

February--March 2026

- Ensure that departments submit budget proposals, including goals, objectives, and key performance indicators, and any augmentation requests or additional funding requests.
- Share the budget proposals with the Finance Committee.
- Take steps necessary to coordinate the Finance Department and other Departments preparing the Mayor's budget proposal for submission to the Finance Committee and Governing Body in April and May, respectively. These steps include coordinating meetings with the Mayor, City Manager and Finance Department with departments to discuss budget proposals and shape the proposed 2026-2027 budget.

April - May 2026

- Hold joint hearings of the Finance Committee and the Governing Body to review departmental budget requests and status updates on the Fiscal Year 2025-2026 goal achievement,
- Finance Committee recommends budget to the Governing Body.

May 2026

- The Governing Body adopts the Fiscal Year 2026-2027 annual budget.

June 2026

- The City submits its Fiscal Year 2026-2027 budget to the New Mexico Department of Finance and Administration for approval.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Aug 8, 2025 14:46:24 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/FY26-27Budget Development Resolution

FIR No. 10708.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): FY26/27 Budget Process Development

Sponsor(s): Councilor Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor Pilar Faulkner

Reviewing Department(s): Finance Department

Staff Completing FIR: Emily K. Oster, Finance Director

Date: 08/07/2025 **Phone:** (505)-629-3411

Reviewed by City Attorney: Erin McSherry **Date:** 08/08/2025

Erin McSherry (Aug 8, 2025 14:46:24 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 08/08/2025

Summary:
This resolution would adopt improvements to the City of Santa Fe's ("City") budget process to be utilized for the development of the fiscal year 2026-2027 budget. Specifically, it establishes a timeline for activities related to improving upon and planning for the development of the City's fiscal year 2026-2027 budget.

Departments Affected:
All City Departments.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the Governing Body will not direct the City Manager to work with staff to implement new budgeting processes for the development of the fiscal year 2026-2027 budget.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
The proposed schedule and process are designed to focus the budget process on City performance and service.

Fiscal Implications:
No fiscal impact. This resolution directs the City Manager to work with staff to implement improvements to budgeting processes. Current City staff would perform the work directed by this resolution.

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: rsgould@santafenm.gov

Santa Fe Budget Improvements

July 28, 2025

Goals

Provide the Governing Body with greater understanding and say in budget development

- Move to a Performance Based Budget from Current Spending Document
- Focus on Service Levels and Outcomes v. Line Expenditure Items
- Budget Becomes More of a Key Policy Document and Instrument for City Services Oversight

Internal Leadership Team Efforts

The Internal Leadership Team has been developing a new management system for better results.

- It includes calls for Mayor & Governing Body Goals and Priorities, Departmental Goals, Objectives and KPIs and Performance Feedback for all Employees
- Making Progress

Step One:

July - August 2025:

- Meetings with the Finance Committee to discuss reforms and make adjustments

October 2025

- Study Session with Governing Body to discuss recommended enhancements to propose and schedule

December 2025

Two days of hearings

Department Directors present:

- Current-year Goals, Objectives, and KPIs
- Progress status updates
- Participation of newly elected Councilors

January 2026: Strategic Workshop

Special half-day workshop for Governing Body

- Set long-range goals and one-year priorities
- Discuss governance issues and role clarification
- Official start of FY 26–27 budget process

Late January 2026

Finance provides:

- Best estimates of FY26-27 revenues and steady state expenditures.
- Mayor and City Manager give directions for budget submittal preparation by departments

February 2026

Second Week:

Departments submit budget proposals to include:

- Goals, Objectives, KPIs
- Augmentation requests

Late March – Early April 2026

Mayor, City Manager, and Finance:

- Meet with departments
- Discuss proposals
- Shape proposed FY 26–27 budget

April – May 2026

Finance updates its estimates of revenues, and expenditures for the proposed budget

Joint hearings of Finance Committee and Governing Body to:

- Consider departmental budget requests
- Review status updates on FY 25–26 goal achievement
- Finance Committee makes final budget proposal recommendations to Governing Body

Charter Requirements

- The Charter mandates a Finance Committee recommendation to the Governing Body on the budget by holding joint meetings
- Joint hearings satisfy this requirement while promoting transparency and collaboration

May 2026 - Third Week

Governing Body adopts FY 26–27 Annual Budget

June 2026 - First Week

Finance submits final FY 26-27 budget to the State of New Mexico for official review

CITY OF SANTA FE

Memorandum

Date: August 7, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Alcohol Approval for the Route 66 Centennial Festival 2025

EXECUTIVE SUMMARY:
The proposed resolution would grant permission to the Santa Fe Railyard Community Cooperation for the Route 66 Centennial Festival 2025, to serve beer and wine on City of Santa Fe ("City") property, in the Railyard Plaza, at the festival's concert on October 11, 2025.

BACKGROUND:
SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and 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 Route 66 Centennial Festival 2025 Concert;
- the location is the Railyard Plaza;
- the date is October 11, 2025;
- the time is 5:00p.m. through 10:00 p.m.;
- the alcohol would be beer and wine;
- 1,000 attendees are expected;
- a Public Celebration Permit is required; and
- and liquor liability and general liability insurance will list the City as an insured and be not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE ROUTE 66 CENTENNIAL FESTIVAL 2025 CONCERT ON OCTOBER 11, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on 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 Railyard Community Cooperation is hosting the Route 66 Centennial Festival 2025 from October 10th through 12th; and

WHEREAS, the Santa Fe Railyard Community Cooperation wishes to serve beer and wine during the festival's concert on Saturday, October 11th; and

WHEREAS, the Santa Fe Railyard Community Cooperation wishes to partner with As

Above So Below Distillery to provide beer and wine, promoting local businesses to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Route 66 Centennial Festival 2025 concert is hereby approved according to the following parameters:

Event:	Route 66 Centennial Festival 2025 concert.
Dates:	October 11, 2025.
Hours:	5:00 p.m. – 10:00 p.m.
Location:	Railyard Plaza.
Number of expected attendees: 1,000	
Type of alcohol to be served:	Beer and Wine.
Required Permits:	Public Celebration 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. As Above, So Below shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Aug 7, 2025 21:14:04 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Alcohol Approval for Route 66 Centennial Festival 2025 Concert

FIR No. 10706.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Alcohol Approval for Route 66 Centennial Festival 2025 Concert

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 6/30/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: Erin McSherry Erin McSherry (Aug 7, 2025 21:14:04 MDT) **Date:** 08/07/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 08/07/2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the Route 66 Centennial Festival 2025 concert. The Route 66 Centennial Festival concert will be held at the Railyard Plaza on October 11, 2025, from 5:00 p.m. to 10:00 p.m. The Santa Fe Railyard Community Cooperation's 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 Section6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Route 66 Centennial Festival 2025 concert will not be able to serve beer and wine in the Railyard Plaza on October 11, 2025.

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 (Aug 8, 2025 08:32:49 MDT)

Email: asalazar@santafenm.gov